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THIS INSTRUMENT PREPARED BY:
Juan E. Rodriguez, Esquire
SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
2550 Brickell Bay View Centre
80 S.W. 8th Street
Miami, Florida 33130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
VILLA ROSA

IF YOU PURCHASE A MANOR HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL MANOR HOMES IN THIS DEVELOPMENT. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENT WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIALS LEVIED ON EACH MANOR HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$550.00 PER YEAR (\$45.84 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. PALM BEACH COUNTY DOES NOT LEVY THESE SPECIAL ASSESSMENTS. CONTACT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

This Instrument Prepared By:
Juan E. Rodriguez, Esquire
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2550 Brickell Bay View Centre
80 S.W. 8th Street
Miami, Florida 33130

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA ROSA

THIS DECLARATION,

Made on the date hereinafter set forth by D.R. HORTON, INC., a Delaware corporation, whose mailing address is 1192 East Newport Center Drive, Suite 150, Deerfield Beach 33442, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the property described in Exhibit "A" located in Palm Beach County, Florida; and

WHEREAS, Declarant will convey Lots, as the term is hereinafter defined, in the said property, subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the above described property is hereby made subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any rights, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Villa Rosa Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Association" shall mean and refer to Villa Rosa Homeowners' Association, Inc., a non-profit Florida corporation, its successors and assigns.

Section 3. "By-Laws" shall mean and refer to the By-Laws of Villa Rosa Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and all improvements constructed thereon, and includes the Limited Common Area as hereinafter defined and specifically excludes the Lots as such term is hereinafter defined.

Section 5. "Declarant" means D.R. Horton, Inc., a Delaware corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations

of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Palm Beach County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 6. "Declaration" shall mean and refer to this instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other document as Villa Rosa Declaration of Covenants, Conditions and Restrictions.

Section 7. "Development Period" shall mean the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to an outside purchaser.

Section 8. "Garage Easement" shall mean and refer to the exclusive easement over and across a portion of a Garage Unit Lot (as hereinafter defined) for the benefit of specific lots within Villa Rosa as designated in Article X, Section 3 below, for the purpose of providing those delineated Lots within Villa Rosa other than Garage Unit Lots with a garage to serve the Lot.

Section 9. "Garage Element" shall mean and refer to an element of a Manor Home designated for garage purposes which may be included as a portion of certain units with Villa Rosa. The Garage Element includes the garage floor and earth below the garage door and garage floor, the garage door opener within such Garage Element but excludes the wall, ceiling and foundation surrounding the Garage Element.

Section 10. "Garage Unit Lot" shall mean those certain Manor Home within Villa Rosa wherein garages have been constructed on the ground level of the Manor Home.

Section 11(a). The term "Institutional First Mortgagee" means a bank, or savings and loan association, or any insurance company, or credit union, or pension fund, or real estate trust, or any other party which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Manor Home, and shall include any corporate subsidiary of such entity.

(b). The term "Institutional First Mortgage" means a mortgage executed in favor of a bank, or a savings and loan association, or any insurance company, or credit union, or a pension fund, or a real estate trust, or any other party engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Manor Home.

Section 12. "Limited Common Area" shall mean and refer to those parking spaces designated as the parking spaces for a particular Lot and shall exclude those parking spaces designated for guest parking, if any.

Section 13. "Lot" is a designated lot within the Property or any property annexed thereto and becoming a part of the Property, conveyed or to be conveyed to an Owner upon which there has been constructed or may be constructed a Manor Home.

Section 14. "Manor Home" shall mean the single family dwelling unit constructed on a Lot.

Section 15. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 16. "Owner" shall mean and refer to the record owner, whether one or

more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligations.

Section 17. "Plat" is Sierra Bay RePlat according to the Plat thereof recorded among the Public Records of Palm Beach County, Florida.

Section 18. "Property" or "Villa Rosa" shall mean and refer to the property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 19. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is the property described in Exhibit "A", and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and subject to the applicable terms and conditions of the Declaration as specified therein and any and all supplements and lawful amendments thereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Association being required, to subject to this Declaration, additional properties as future phases of Villa Rosa. The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, PROVIDED, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when ninety (90%) percent of the Lots have been conveyed to outside third-party purchasers; or
- (b) on December 31, 2012; or
- (c) Thirty (30) days after Declarant elects to terminate the Class B membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Manor Home has been constructed upon each Lot within the Property and each Lot has

been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless an instrument shall be signed by two-thirds (2/3) of the Members other than the Declarant.

- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member no less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held, provided however that such dedication or transfer shall be subject to easement of ingress and egress in favor of the Owners.
- (c) The right of the individual Members and/or Owners guests or invitees (and not the individual Members and/or Owners) to use certain parking spaces located in the Common Area, if any, as provided for in Section 3, herein;
- (d) The right of the individual Members and/or Owners to use the mailbox located in the Common Area and designated by the Association or the Declarant for use by each Manor Home, as provided in Section 7 herein;
- (e) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities broadband communications, cable television and other common services purposes;
- (f) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area;
- (g) The right to the use and enjoyment of the Common Area and facilities thereon shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the By-Laws and subject to regulation from time to time by the Association in its Rules;
- (h) Existing easements and agreements of record;
- (i) Easements referred to in Article X hereof;
- (j) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access can not be obtained from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to escape liability for assessments provided for in Article VI of this Declaration; and
- (k) The other provisions of this Declaration, the Articles and By-Laws.

Section 2. Title to the Common Area. Subject to the provisions of Article XIV, Section 20, the Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens prior to the conveyance of the first Lot to a third party. Subject to the provisions of Article XIV, Section 20, the Association shall maintain the Common Area.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary the property rights under this Article V shall be subject to:

- (a) The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that would diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area, take any action that will affect title to any of the Lots after conveyance to third parties, or unilaterally change the Declaration, Articles or By-Laws after the Class B Membership has terminated;
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduits and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;
- (c) The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area during such time as the Declarant is engaged in any construction or improvement work on or within the Property; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction; and
- (d) The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a member of the Association to another party by the execution and recording of a proper instrument in the Public Records of Palm Beach County, Florida. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot.

Section 4. No Dedication to Public Use. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Mailbox on Common Areas. There will be located on portions of the Common Areas, to be designated by Declarant in accordance with United States Postal Service requirements, mailboxes to serve certain Lots which shall be designated by the Declarant or the Association.

Section 7. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly those portions contained within the Property shall be conveyed to the Thousand Oaks Community Development District and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the

installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. The Thousand Oaks Community Development District shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Thousand Oaks Community Development District will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Thousand Oaks Community Development District will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Thousand Oaks Community Development District will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges; and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the capital annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association; and (3) any regular assessments or charges to effect payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a **continuing lien** upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is

instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: the maintenance and operation of the private roads serving the Property; maintenance of all lighting and parking facilities in the Common Areas; the payment of taxes and insurance for the Common Areas; payment for the improvement and maintenance of the Property, and services for facilities related to the use and enjoyment of the Common Area.

Section 3. Basis of Annual Assessments. Until December 31, 2005 the quarterly assessment shall be the amount as set forth in the initial budget of the Association for its initial year of operation. From and after January 1, 2006, the annual assessment shall be determined in accordance with the Articles of Incorporation and By-Laws of the Association taking into account current maintenance costs and future needs of the Association. The maintenance costs shall include and shall mean all operating costs of the Association, maintenance costs of the Common Area, payment of insurance premiums for the Common Area, payment of any personal property taxes on the Common Area, and obligations with respect to the Manor Home. The annual assessment shall also include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or any personal property owned by the Association or obligations of the Association for the repainting of the exterior of the Manor Home, and for which payments are to be made in regular installments rather than by special assessment. Reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is guaranteeing any deficit pursuant to Section 13 herein.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, PROVIDED that any such assessments shall have the assent to the majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or semi-annual basis as determined by the Board of Directors. Payments of all assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect assessments.

Section 6. Quorum for Any Action Authorized Under Section 4. At each meeting called, as provided in Section 4 hereof, the presence of the meeting of Members or of proxies entitled to cast 30% of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to a Lot on the conveyance by the Declarant of a Lot; provided, however, that notwithstanding anything to the contrary contained above, the Owner of a Lot shall pay 1/50th of the annual assessment as to a Lot until a Certificate of Occupancy is issued for the Manor Home constructed on the Lot or until the Manor Home is occupied by an Owner, whichever first occurs. The

first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for monthly payment of the annual assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: If any installment of the regular assessment is not paid within when due, as extended by grace periods provided hereunder, the Board of Directors may mail an acceleration notice to the Owner and to each Institutional First Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the regular assessments for the then current fiscal year. If the delinquent installment(s) of regular assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board of Directors at its option may declare all of the unpaid balance of the annual regular assessments to be immediately due and currently due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any Payments made to the Association by any Owner shall be applied or be disbursed by the Association, in order, for (i) any sums advanced and paid by the Association for taxes and payment of account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its assessment lien; (ii) reasonable attorneys' fees and costs incurred by the Association incidental to the reasonable collection of assessments and other monies owed to the Association by the Owner for the enforcement of its assessment lien; (iii) interest on any assessments or other monies due to the association, as provided herein; and (iv) any unpaid assessments owed to the Association with application to the oldest assessments first. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Special Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance to which such Lot is subject. Notwithstanding any term or provision to the contrary, the Declarant will not be responsible or liable for said special assessment on any Lot or Townhome owned by Declarant.

Section 10. Transfer of Property After Assessment. The Association's lien shall not be affected by the sale or transfer of any Property, in the event of any such sale or transfer, both the new owner and the prior owner shall be jointly and separately liable for all assessments, interest and other costs and expenses owed to the Association which are attributable to the Property purchased, bought or transferred to new such new owner.

Section 11. Subordination of the Lien. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens, and the liens of any

bona fide Institutional First Mortgage to an Institutional First Mortgagee, provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens. The Association's lien or its rights to lien for any assessments, interest, expenses or other monies owed to the Association by any Owner will be extinguished by the lien of an Institutional First Mortgage through foreclosure or a deed in lieu of foreclosure by an Institutional Mortgagee or by an affiliate of subsidiary of an Institutional First Mortgagee. If the Association's lien or right to lien is extinguished by the lien of an Institutional First Mortgagee through foreclosure or deed-in-lieu of foreclosure, then such sums due shall be common expenses collectible from all Owners including the party who extinguishes the Association's lien and its successors and/or assigns.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot, the Declarant shall not be liable for assessment against such Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Association. The Declarant may not earlier than the time that 90% of the Lots contained within the property described in Exhibit "A" have been conveyed to outside third party purchasers commence such assessments to Lot(s) that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of assessments or deficits other than those that arose to prior to such time.

Section 14. Surface Water Management System. The Thousand Oaks Community Development District is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the Surface Water Management System.

ARTICLE VII

CAPITAL CONTRIBUTION

At the time of the closing of a Manor Home pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Association a sum equal to the aggregate of Two Hundred Fifty and No/100 (\$250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "**Capital Contribution**") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no

improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Manor Homes shall be further conditioned on compliance with Metropolitan Palm Beach County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- (a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.
- (b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such

completed work. If the Board of Directors of the Association finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

- (c) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a **continuing lien** and run with the land on the Owner's Property if not paid within thirty (30) days after announcement and may be enforced in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.
- (d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Manor Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under this Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association.

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant.

ARTICLE IX

USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any Lot other than a Manor Home.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence of appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to two (2) household pets in total (and not of each type) consisting of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Furthermore, no household pet shall be permitted outside of a Lot except on a leash and at all times under the control of the Owner. No household pet shall be allowed to constitute a nuisance and each Owner shall promptly remove and dispose of waste matter deposited by his or her household pet through a proper sewage receptacle. The Board of Directors of the Association shall have the right to promulgate Rules further restricting the keeping of household pets.

Section 5. No sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one, second story window advertising that property is for sale or rent, or signs used by the Declarant to advertise the Property during the construction and sale of Manor Home. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one first floor window or one second story window.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with Metropolitan Palm Beach County Code.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Manor Home. No clothes drying or storing of any items may be permitted on any balconies of any Manor Home. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any Manor Home.

Section 8. There shall be no parking on any portion of any sidewalk, grass or street within the Property. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles

which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business.

Section 9. No septic tanks or individual wells will be permitted on any Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association).

Section 11. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Association.

Section 12. No flags or banners other than one (1) American Flag which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant.

ARTICLE X

EASEMENTS

Section 1. Ingress and Egress and Utility Easements. Easements for ingress and egress and for the installation and maintenance of all utilities and drainage facilities are reserved. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

Section 2. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Manor Home, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Manor Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Manor Home is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 3. Garage Easement. Garage Unit Lots have garages constructed on the ground level of the Manor Homes. Access for ingress and egress to and from certain Lots is provided by a driveway, pedestrian access over and across Common Area owned by the Association, and the Garage Easements. The purposes of the driveway, pedestrian access, and Garage Easements shall be to provide the Lots other than the Garage Unit Lots in Villa Rosa, each with its own garage which shall be constructed on the ground level of the Garage Unit Lots, connected by a driveway to and from the street ("Association Tract"), adjoining the Garage Unit Lots, and to and from its main entry. The diagram attached as Exhibit "B" hereto is a typical representation of the driveway and pedestrian access easements over and across the corner property and Garage Easement upon Garage Unit Lots. The respective driveway and pedestrian access and Garage Easements for Garage Unit Lots shall be limited to those portions of Garage Unit Lots and the Common Area upon which a garage, driveway, and sidewalks are initially constructed to serve each of those Lots. The Garage Easements shall extend to the interior surfaces of the walls and ceilings for purposes of affixing shelves, cabinets, and garage door openers.

The easements shall not apply to the garage constructed on the Garage Unit Lot for the benefit of said Garage Unit Lot, or to any other portion of the Manor Home constructed thereon, including, but not limited to, any portion of the Manor Home constructed as a second story Manor Home over and above the driveway. A non-exclusive two foot wide pedestrian easement is designated over the Common Areas

and the street to the side Lots dwelling entrance of Garage Unit Lots. The easements described herein shall be exclusive easements for the benefit of the Lots described in the next paragraph, respectively of each cluster building shall run with the land, and shall be irrevocable.

The Garage Easement over the Garage Unit Lot described below shall solely be for the benefit of the Lots delineated next to the Garage Unit Lot below:

Lot 1	Block 1	Lots 2&3	Block 1
Lot 1	Block 2	Lots 2&3	Block 2
Lot 1	Block 3	Lots 2&3	Block 3
Lot 1	Block 4	Lots 2&3	Block 4
Lot 1	Block 5	Lots 2&3	Block 5
Lot 1	Block 6	Lots 2&3	Block 6
Lot 1	Block 7	Lots 2&3	Block 7
Lot 1	Block 8	Lots 2&3	Block 8
Lot 1	Block 9	Lots 2&3	Block 9
Lot 1	Block 10	Lots 2&3	Block 10
Lot 1	Block 11	Lots 2&3	Block 11
Lot 1	Block 12	Lots 2&3	Block 12
Lot 1	Block 13	Lots 2&3	Block 13
Lot 1	Block 14	Lots 2&3	Block 14
Lot 1	Block 15	Lots 2&3	Block 15
Lot 1	Block 16	Lots 2&3	Block 16
Lot 1	Block 17	Lots 2&3	Block 17
Lot 1	Block 18	Lots 2&3	Block 18
Lot 1	Block 19	Lots 2&3	Block 19
Lot 1	Block 20	Lots 2&3	Block 20
Lot 1	Block 21	Lots 2&3	Block 21
Lot 1	Block 22	Lots 2&3	Block 22
Lot 1	Block 23	Lots 2&3	Block 23
Lot 1	Block 24	Lots 2&3	Block 24
Lot 1	Block 25	Lots 2&3	Block 25
Lot 1	Block 26	Lots 2&3	Block 26
Lot 1	Block 27	Lots 2&3	Block 27
Lot 1	Block 28	Lots 2&3	Block 28
Lot 1	Block 29	Lots 2&3	Block 29
Lot 1	Block 30	Lots 2&3	Block 30
Lot 1	Block 31	Lots 2&3	Block 31
Lot 1	Block 32	Lots 2&3	Block 32
Lot 1	Block 33	Lots 2&3	Block 33
Lot 1	Block 34	Lots 2&3	Block 34
Lot 1	Block 35	Lots 2&3	Block 35
Lot 1	Block 36	Lots 2&3	Block 36
Lot 1	Block 37	Lots 2&3	Block 37
Lot 1	Block 38	Lots 2&3	Block 38
Lot 1	Block 39	Lots 2&3	Block 39
Lot 1	Block 40	Lots 2&3	Block 40
Lot 1	Block 41	Lots 2&3	Block 41
Lot 1	Block 42	Lots 2&3	Block 42
Lot 1	Block 43	Lots 2&3	Block 43
Lot 1	Block 44	Lots 2&3	Block 44
Lot 1	Block 45	Lots 2&3	Block 45
Lot 1	Block 46	Lots 2&3	Block 46
Lot 1	Block 47	Lots 2&3	Block 47
Lot 1	Block 48	Lots 2&3	Block 48
Lot 1	Block 49	Lots 2&3	Block 49
Lot 1	Block 50	Lots 2&3	Block 50
Lot 1	Block 51	Lots 2&3	Block 51
Lot 1	Block 52	Lots 2&3	Block 52
Lot 1	Block 53	Lots 2&3	Block 53
Lot 1	Block 54	Lots 2&3	Block 54

Lot 1	Block 55	Lots 2&3	Block 55
Lot 1	Block 56	Lots 2&3	Block 56
Lot 1	Block 57	Lots 2&3	Block 57
Lot 1	Block 58	Lots 2&3	Block 58
Lot 1	Block 59	Lots 2&3	Block 59
Lot 1	Block 60	Lots 2&3	Block 60
Lot 1	Block 61	Lots 2&3	Block 61
Lot 1	Block 62	Lots 2&3	Block 62
Lot 1	Block 63	Lots 2&3	Block 63
Lot 1	Block 64	Lots 2&3	Block 64
Lot 1	Block 65	Lots 2&3	Block 65
Lot 1	Block 66	Lots 2&3	Block 66
Lot 1	Block 67	Lots 2&3	Block 67

All within Villa Rosa.

The Owner of a non Garage Unit Lot to whom the Garage Easement has been granted shall be responsible for the maintenance and repair of that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted. Additionally, as it is the intent of this Declaration in creating the Garage Easement for the Owner of a non Garage Unit Lot to have use of a garage, the Owner of the non Garage Unit Lot shall also be responsible for the real estate taxes and Master Association assessments for that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted.

Each Owner of a Garage Unit Lot shall have an easement over the walls and ceiling of the Manor Home which borders such Garage Unit Lot for the purpose of attaching fixtures, shelves, cabinets and garage door openers to the walls and ceilings thereof and for the purpose of maintaining the electrical and utility lines servicing such fixtures or other items.

THE OWNER OF THE GARAGE UNIT LOT, THE ASSOCIATION AND THE DECLARANT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY OVER THE GARAGE EASEMENT ON THE GARAGE UNIT LOT AND ANYONE USING THE GARAGE EASEMENT WILL HAVE NO CLAIM AGAINST THE GARAGE UNIT LOT OWNER, THE ASSOCIATION AND/OR DECLARANT FOR ANY DAMAGE TO PERSON OR PROPERTY SUFFERED IN AND ON THE GARAGE EASEMENT PROPERTY.

Section 4. Reciprocal Easements. An Easement Agreement has been recorded in Official Records Book 18794, Page 1920, of the Public Records of Palm Beach County, Florida, granting an access easement over a portion of the Property in favor of the property described in Exhibit C (the "Sonoma Property").

ARTICLE XI

PROVISIONS RESPECTING MANOR HOME

Section 1. Wherever one Manor Home is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Manor Home with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Manor Home. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Manor Home. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Manor Home shall be the obligation of that Owner. The Owners shall be Jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Manor Home Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common

expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Manor Home Owners for the negligence or negligent acts of the Manor Home Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Manor Home, their successors and assigns.

Section 2. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Association to undertake periodic exterior painting of all of the Manor Home. The Association shall have the sole discretion to determine the time at which such painting shall take place, the manner and color to be used. Re-painting of any individual Manor Home, which is necessitated by deterioration of existing paint, shall also be the responsibility of the Association. However, the Association shall be entitled to reimbursement from the Owner of the Manor Home where the painting is required as a result of the deliberate or repeated acts of the Owner.

Section 3. It shall be the duty of the Association to maintain and cut the grass and maintain the underground irrigation system located on the Manor Home Owner's property, the cost of such grass maintenance on the Manor Home Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 4. On those Manor Home having a screen enclosure, each Lot Owner shall be responsible for maintaining and repairing the screen enclosure in a clean, sanitary, neat, safe and orderly condition. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 5. Certain Manor Homes have balconies. Each Manor Home Owner having a balcony shall be responsible for maintaining and repairing the balcony so that the balcony is in a clean, sanitary, neat, safe and orderly condition. . Additionally, each Manor Home Owner shall be responsible for caulking and repairing and/or replacing any windows and sliding glass doors in the Owner's Manor Home. If any Manor Home Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 6. It shall be the duty of the Association to maintain and undertake periodic repair of the roof and gutters, if any, of each Manor Home and the surface of each drivestrip and the walkways, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the community. The Association shall have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

ARTICLE XII

PROVISIONS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one vote for each Institutional First Mortgage owned): the

abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Areas by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areas; the material change in the method of determining the assessment or other charges that may be levied against an Owner; the waiver or abandonment of any scheme of regulation or the enforcement thereof, pertaining to the architectural design or control of the exterior appearance of the Manor Home constructed upon the Property, or pertaining to the maintenance of the Common Areas and any fences, driveways or lawns located thereon; the failure of the Association to maintain fire and extended coverage on the Common Areas and any insurable improvements thereon in an amount that shall not be less than one hundred percent (100%) of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Areas, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of such Common Areas and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Areas.

Section 2. The holder of record of an Institutional First Mortgage on any Lot in the Property may, singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default, and who may or have become a charge against the Common Areas; pay overdue premiums on hazard insurance policies for the Common Areas; or secure new hazard insurance coverage for the Common Areas after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payment advance, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be liable for any unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Institutional First Mortgage, of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who succeeds the Declarant in title to any portion of the Property, or acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the terms or restriction of the Declaration to the same extent that Declarant would be exempt from such terms or restrictions.

Section 7. Any agreement for professional management, or any other contract providing for services of the Developer may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of termination fee on ninety (90) days or less written notice.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. A Declaration of Covenant Restricting Resale or Rental of Property ("Covenant") has been or will be recorded in the Public Records of Palm Beach County, Florida and will encumber each individual Lot. The form of said Covenant is attached hereto as Exhibit D and restricts the sale or rental of Lots and Homes for one (1) year after Closing. For more detailed information on said Covenant reference should be made to the Covenant. Subsequent to said one (1) year period, no leases will be permitted on any Manor Home for the first year after a Manor Home is conveyed by the Declarant to an Owner (other than Declarant) within the one (1) year time period beginning to run on the date of closing of the conveyance of the Manor Home by the Declarant to an Owner (other than Declarant). All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Manor Homes shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. The prior written approval of the Association for a lease shall not apply to Lots and/or Manor Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Manor Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with the Palm Beach County Code regarding the size of the Manor Home.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner institutes legal proceedings or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of Palm Beach County, Florida. After the Class B Membership has terminated, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than thirty (30%) percent of the Lot Owners. Any amendments must be properly recorded in the Public Records of Palm Beach County, Florida.

Section 5. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Association, as said committee is defined in the By-Laws of the Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(f) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any

damages which the Association may otherwise be entitled to recover by law from such Owner.

(g) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Manor Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 6. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or By-Laws of the Association, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, and any lawful amendments thereto, shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Absolute Liability. No absolute liability shall be imposed upon individual owners for damage to the Common Area or to the Lots, including improvements, of others where maintained by the Association, whether caused by themselves, their families, guests or invitees. Their liability shall only be that for which they would be legally responsible under State Law.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, as long as there is a Class B membership, the following actions will require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 10. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this

Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 11. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by United States Mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant at:

1192 East Newport Center Drive
Suite 150
Deerfield Beach, Florida 33442
(or the official address of the Association
as may be designated from time to time.)

Section 12. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 13. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Areas shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 14. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 15. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "E". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association.

Section 16. Transfer of Surface Water Management System. If the Surface Water Management System is not conveyed to the Thousand Oaks Community Development District defined below, should the Association cease to exist the surface water management system, property containing the surface water management system and water management portions of Private Property shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Association.

Section 17. Rights of South Florida Water Management District. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Thousand Oaks Community Development District to compel the Association to correct any outstanding problems with the surface water management system facilities or any mitigation or conservation areas under the responsibility or control of the Thousand Oaks Community Development District.

Section 18. Declaration Controlling. In the event of any conflicts between the provisions of this Declaration, the Articles and/or By-Laws, the terms and provisions of this Declaration shall control.

Section 19. Thousand Oaks Community Development District. THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IF YOU PURCHASE A MANOR HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL MANOR HOMES IN THIS DEVELOPMENT. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH MANOR HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$550.00 PER YEAR (\$45.84 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. PALM BEACH COUNTY DOES NOT LEVY THESE SPECIAL ASSESSMENTS. CONTACT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

Section 20. Common Area Becoming District Property. Notwithstanding any term or provision contained in this Declaration to the contrary, if the Declarant determines, subject to any governmental requirements, that it is in the best interest of the Property for any portions of the Common Area to be owned and administered by the District rather than the Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Association, and shall thereafter, be considered District property, even if legal title has not been formally transferred to the District. When a part of the Property becomes District property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the District. If required by law, or if deemed by the Declarant to be in the best interest of the Master Association the Master Association shall convey to the District, the legal title to any Common Area which becomes District property.

Section 21. Home Security Monitoring Services. The Association will have the right to enter into an agreement pursuant to which all of the Owners will be provided home security monitoring services which will be charged as assessments. The Association will further have the right to approve one or more security monitoring companies which are authorized to provide such service to the Manor Home, and in that event the Association may refuse entry into the Property by any representative of any

security monitoring companies other than an approved company. If home security monitoring services are provided under contract with the Association, or if the Association approves any monitoring company to providing such services to the Manor Home, Declarant and the Association will have no liability of any kind or nature due to the failure of the company providing such service to detect or react to fire, unauthorized entry, or other security problems in any Townhome.

Section 22. Cable Television. The Association will have the right to enter into an agreement pursuant to which all of the Owners will be provided cable television services which will be charged as assessments. The Association will further have the right to approve one or more cable television companies which are authorized to provide such service to the Manor Home, and in that event the Association may refuse entry into the Property by any representative of any cable television companies other than an approved company.

Section 23. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING

MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

23 IN WITNESS WHEREOF, D.R. Horton, Inc. have executed this Declaration, this day of August, 2005.

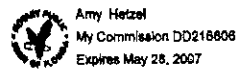
Signed, sealed and delivered in the presence of:

D.R. Horton, Inc., a Delaware corporation

Name: *Amy Hetzel*
Name: *Tresha Taylor*

By: *Paul Romanowski*
Paul Romanowski, Vice-President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)



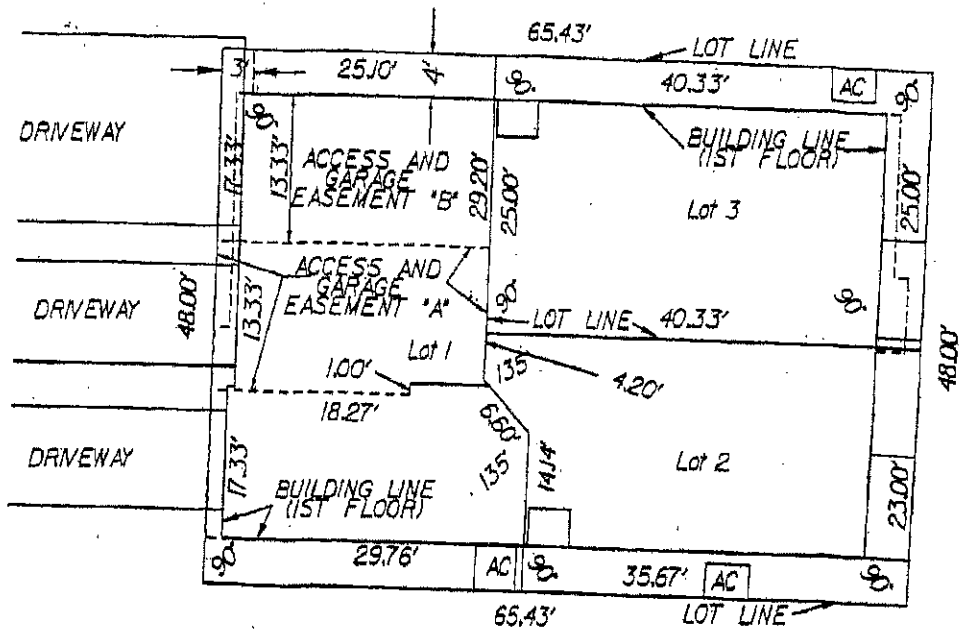
The foregoing instruction was acknowledged before me this 23 day of August, 2005, by Paul Romanowski, as Vice-President of D.R. Horton, Inc., a Delaware corporation, on behalf of said Corporation. The foregoing person is personally known to me and/or identified himself by producing his driver's license issued by the State of Florida.

My Commission Expires:
May 28, 2007

Name: *Amy Hetzel*
Notary Public, State of Florida at Large

EXHIBIT A

All of the Property within the Plat of Sierra Bay Re-Plat, according to the Plat thereof, as recorded in Plat Book 105, at Pages 96 through 99, of the Public Records of Palm Beach County, Florida.



(TYPICAL)
(NOT TO SCALE)

EXHIBIT "B"



CFN 20050389308
 OR BK 18794 PG 1920
 RECORDED 06/23/2005 11:23:26
 Palm Beach County, Florida
 AMT 10.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1920 - 1928; (9pgs)

Prepared by and Return to:

Juan E. Rodriguez, Esquire
 Salomon Kanner Darnian & Rodriguez, P.A.
 80 S.W. 8th Street, Suite 2550
 Miami, FL 33130

PCN: 56-43-42-30-00-000-1020

EASEMENT

THIS EASEMENT is made this 1 day of June, 2005, by D. R. HORTON, INC., a Delaware corporation ("Horton"), having an address at 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, in favor of Sonoma Bay, Inc., a Florida corporation ("Sonoma"), having an address at 2121 Ponce De Leon Boulevard, PH. 2, Coral Gables, Florida 33134.

WHEREAS, as of the date hereof, Horton is the owner of the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, as of the date hereof, Sonoma holds title to that certain real property adjacent to the Property and legally described on Exhibit "B" attached hereto and made a part hereof (the "Sonoma Property"); and

WHEREAS, Sonoma requires an easement for vehicular access over a portion of the Property for the purpose of providing access to Congress Avenue from the Sonoma Property and Horton is willing to grant an easement in accordance with the terms hereof.

WHEREAS, PALM BEACH COUNTY has a health, safety and welfare interest in safe and efficient traffic circulation.

WHEREAS, each of Horton and Sonoma intend PALM BEACH COUNTY, to be a direct, third-party beneficiary to this Easement; and

WHEREAS, each of the Horton and Sonoma hereby agree that this Easement shall not be terminated, released or modified unless the third party beneficiary, PALM BEACH COUNTY, by and through the Palm Beach County Traffic Director, agrees to the terms of the termination, release or modification of any easement created hereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Horton hereby grants to Sonoma, its successors and assigns, an exclusive vehicular access easement over that portion of the Property described in the attached Exhibit "C" (the "Easement Property") for the purpose of providing vehicular access to Congress Avenue over the Easement Property from the

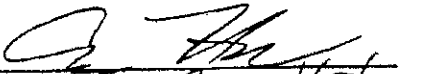
EXHIBIT "C"


Sonoma Property. The Easement Property will be maintained by the Villa Rosa Homeowners' Association, Inc.

2. The Easement created hereunder does not create an easement of any type or nature for entry onto the Property from Congress Avenue to the Sonoma Property or permit the obstruction of any driveways on the Property.
3. Upon recordation of this Easement, Sonoma terminates that certain Easement recorded in Official Records Book 15215, Page 1943 of the Public Records of Palm Beach County, Florida, and Wachovia Bank, National Association, joins in this document to acknowledge its agreement with the terms herein.
4. This Easement shall be governed by and construed in accordance with the laws of the State of Florida. Once recorded, this Easement shall be prior and superior to any mortgages or encumbrances on the Easement Property recorded subsequently thereto. All of the provisions of this Easement shall run with the land and shall be binding upon and inure to the benefit of Horton, Sonoma and their respective successors and assigns.

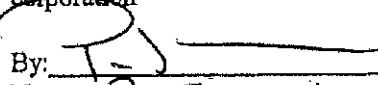
IN WITNESS WHEREOF, Horton and Sonoma have executed this Easement as of the date first set forth above.


WITNESSES:

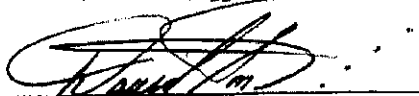

Name: Amy Hetzel


Name: PAUL HERMAN


D.R. HORTON, INC. a Delaware corporation

By: 
Name: Paul Romanowski
Title: Vice President


Name: Bill Kassabian


Name: David - SOMOZA

SONOMA BAY, INC., a Florida corporation

By: 
Name: Greg Wolfe
Title: President

JOINDER OF MORTGAGEE

Wachovia Bank, National Association, who holds an interest in the Sonoma Property described in Exhibit "B" as Mortgagee by virtue of Mortgage and Security Agreement recorded in Official Records Book 18442, Page 142, Absolute Assignment of Leases and Rents recorded in Official Records Book 18442, Page 158 and UCC-1 Financing Statement recorded in Official Records Book 18442, Page 165, hereby joins in this Easement Agreement to acknowledge its agreement with the terms thereof. By its execution hereof, Mortgagee does not undertake any obligations or liabilities contained therein.

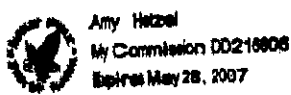
Wachovia Bank, National Association

By: [Signature]
Name: Paul Miller
Title: Vice President

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of June, 2005 by Paul Romanowski, as Vice-President of D. R. Horton, Inc. a Delaware corporation, on behalf of the corporation. Said Paul Romanowski personally known to me and/or has produced _____ as identification.

My Commission Expires: May 28, 2007 [Signature]
Notary Public State of Florida at Large



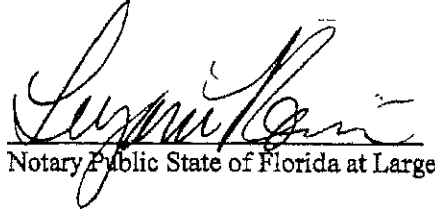
STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2th day of June, 2005 by LEON J. WOLFE, as PRESIDENT of Sonoma Bay, Inc., a Florida corporation on behalf of said corporation. Said _____ is personally known to me and/or has produced _____ as identification.



Leyani Roman
Commission #DD312446
Expires: Apr 23, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:


Notary Public State of Florida at Large

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of June, 2005 by _____, as _____ of Wachovia Bank, National Association on behalf of the Association. Said _____ is personally known to me and/or has produced _____ as identification.

My Commission Expires:

Notary Public State of Florida at Large

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of June, 2005 by _____, as _____ of Sonoma Bay, Inc., a Florida corporation on behalf of said corporation. Said _____ is personally known to me and/or has produced _____ as identification.

My Commission Expires:

Notary Public State of Florida at Large

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward ~~MIAMI-DADE~~)

The foregoing instrument was acknowledged before me this 7th day of June, 2005 by Dan Miller, as VP of Wachovia Bank, National Association on behalf of the Association. Said _____ is personally known to me and/or has produced _____ as identification.

My Commission Expires:

December 1, 2008

[Signature]
Notary Public State of Florida at Large



T:\Continers-DR\Horton\046955\document\Easement (clean) 6-3-05.doc

Exhibit "A"

A portion of the Northeast one-quarter (NE 1/4) of Section 30, Township 42 South, Range 43 East, lying East of the East right-of-way line for Congress Avenue as recorded in Official Records Book 10644, Page 963, Public Records of Palm Beach County, Florida, said portion being more particularly described as follows:

COMMENCE at the Southeast corner of said Northeast one-quarter (NE 1/4) of Section 30;

THENCE North $01^{\circ}07'54''$ East on the East line of said Northeast one-quarter (NE 1/4) of Section 30, a distance of 651.32 feet to the intersection with the North Line of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 30;

THENCE North $87^{\circ}43'40''$ West on said North Line of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 30, a distance of 50.01 feet to the intersection with the West line of a 30.00 foot wide Canal right-of-way as described in Official Records Book 800, Page 321 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING;

THENCE continue North $87^{\circ}43'40''$ West, a distance of 617.79 feet to the intersection with said West line of said Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 30;

THENCE South $01^{\circ}06'38''$ West on said West line of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 30, a distance of 653.14 feet to the intersection with the South line of said Northeast one-quarter (NE 1/4) of Section 30;

THENCE North $87^{\circ}31'58''$ West on said South line, a distance of 434.28 feet to the intersection with the East Right-of-way line of Congress Avenue as described in Official Records Book 10644, Page 963 of the Public Records of Palm Beach County, Florida, said point being located on the arc of a non tangent curve concave to the Southeast, a radial line through said point bears North $58^{\circ}52'19''$ West;

THENCE on said East right-of-way line of Congress Avenue the following six (6) courses and distances:

1. Northeasterly on the arc of said curve having a radius of 2,221.83 feet, through a central angle of $03^{\circ}36'44''$, an arc distance of 140.08 feet to a point of reverse curvature with a curve concave to the West;
2. Northerly on the arc of said curve having a radius of 2,153.00 feet, through a central angle of $27^{\circ}54'14''$, an arc distance of 1,048.54 feet to a point of non-tangency;
3. South $83^{\circ}09'49''$ East, a distance of 10.82 feet to the intersection with the West line of the East one-quarter (E 1/4) of said Northeast one-quarter (NE 1/4) of section 30;
4. North $01^{\circ}06'38''$ East on said West line, a distance of 250.02 feet to the intersection with the North line of the South 700' of the North three-quarters (N 3/4) of the East one-quarter (E 1/4) of the Northeast one-quarter (NE 1/4) of said section 30;
5. North $87^{\circ}43'40''$ West, a distance of 0.29 feet; to a point on the arc of a non-tangent curve concave to the west, a radial line through said point bears South $89^{\circ}47'54''$ East;
6. Northwesterly on the arc of said curve having a radius of 2,153.00 feet, through a central angle of $02^{\circ}43'53''$, an arc distance of 102.63 feet to a point of Non-tangency;

THENCE South $89^{\circ}32'05''$ East, a distance of 622.82 feet to the intersection with said West line of a 30.00-foot Canal right-of-way;

THENCE South $01^{\circ}07'54''$ West on said West line of a 50.00-foot Canal right-of-way, a distance of 814.99 feet to the POINT OF BEGINNING.

Said lands lying in the City of Riviera Beach, Palm Beach County, Florida. Containing 661,270 Sq. Ft. (15.755 Acres) more or less.

EXHIBIT B

Parcel A of SIERRA-SONOMA BAY, according to the Plat thereof as recorded in Plat Book 102, Page(s) 149, of the Public Records of Palm Beach County, Florida.

PERIMETER

851 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7284

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

SIERRA BAY - INGRESS-EGRESS EASEMENT

LEGAL DESCRIPTION:

A PORTION OF PARCEL "B", "SIERRA-SONOMA BAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK-102 AT PAGES 149 THROUGH 152 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 88° 52' 06" EAST, ALONG THE NORTH LINE OF SAID PARCEL "B", A DISTANCE OF 121.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 52' 06" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 01° 06' 38" WEST, A DISTANCE OF 248.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 488.00 FEET AND A CENTRAL ANGLE OF 10° 58' 41", A DISTANCE OF 93.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 212.00 FEET AND A CENTRAL ANGLE OF 31° 56' 41", A DISTANCE OF 118.20 FEET; THENCE NORTH 77° 13' 31" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 139.90 FEET; THENCE SOUTH 81° 54' 40" WEST, A DISTANCE OF 23.53 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS BEARS NORTH 80° 59' 10" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE WEST LINE OF SAID PARCEL "B", HAVING A RADIUS OF 2153.00 FEET AND A CENTRAL ANGLE OF 02° 01' 04", A DISTANCE OF 75.82 FEET; THENCE SOUTH 33° 04' 33" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 4.55 FEET; THENCE SOUTH 77° 13' 31" EAST, A DISTANCE OF 104.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 111° 09' 02", A DISTANCE OF 54.32 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET AND A CENTRAL ANGLE OF 01° 29' 30", A DISTANCE OF 4.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 512.00 FEET AND A CENTRAL ANGLE OF 10° 58' 41", A DISTANCE OF 98.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01° 06' 38" EAST, A DISTANCE OF 248.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID PARCEL "B" HAVING A BEARING OF SOUTH 88° 52' 06" EAST, ACCORDING TO SAID PLAT.
4. FOR THE PURPOSE OF CLARITY, PLATTED EASEMENTS ARE NOT SHOWN HEREON.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF P. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

LAST DATE OF FIELD WORK : NOT A SURVEY

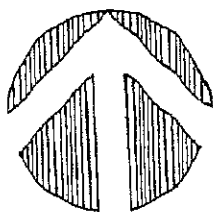
Project Name:	SIERRA BAY	INGRESS-EGRESS EASEMENT	DATE:	2/14/2005
JOB NO.	04113	DWG BY:	JSH	
		CHK'D BY:	JS	SHEET 1 OF 2

EXHIBIT "C"

**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)**

P.O.C.
NW CORNER PARCEL "B"
"SIERRA-SONOMA BAY"
(P.B. 102, PGS. 149-152)

EMBANKMENT EASEMENT
(O.R.B. 10644, PG. 1033)



70'

CONGRESS AVENUE

W. LINE E 1/4 NE 1/4
SECTION 30-42-48

S88°52'06"E
121.36'

S88°52'06"E
24.00'

P.O.B.

N01°06'38"E 248.02'

S01°06'38"W 248.01'

PARCEL "B"
"SIERRA-SONOMA BAY"
(P.B. 102, PGS. 149-152)

R=512.00'
L=98.10'
D=10°58'41"

R=488.00'
L=93.50'
D=10°58'41"

NON-RADIAL R=188.00'
S33°04'33"E L=4.89'
4.55' D=0°29'30"
S77°13'31"E 10.494'

R=212.00'
L=118.20'
D=31°56'41"

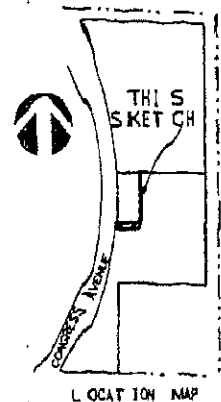
R=2153.00'
L=75.82'
D=02°01'04"

R=28.00'
L=54.32'
D=111°09'02"

N80°59'10"W
(RADIAL)

S81°54'40"W
23.53'

NON-RADIAL
N77°13'31"W 139.90'



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.G. PAGE
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- A.R. ARC LENGTH
- C.C. CONCRETE CORNER
- D.C.A. DELTA (CENTRAL ANGLE)
- L.B.S. LICENSED BUSINESS SURVEYOR
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.G. PAGE
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER

JOB NO. 04113	Project Name SURVEY	DRAWN BY J.S.	SCALE 1" = 60'
	WRESSE CROSSING	CHECKED BY J.S.	DATE: 2/14/2005
			SHEET 2 OF 2

When recorded, return to:

DECLARATION OF COVENANT RESTRICTING RESALE OR RENTAL OF PROPERTY

THIS DECLARATION OF COVENANT RESTRICTING RESALE OR RENTAL OF PROPERTY (this "Covenant") is made this ___ day of _____, 20___, by ("Owner") of the real property commonly known as _____ (the "Property"), and D. R. Horton, Inc. ("Seller").

A. Owner has purchased the Property from Seller. The Property is described on Exhibit A attached hereto and incorporated herein by this reference.

B. Seller desires to ensure the availability of "owner occupied" financing for its communities and to provide as many people as possible with the opportunity for home ownership. Accordingly, as partial consideration paid to Seller by Owner for the purchase of the Property, Owner agreed to enter into this Covenant that provides, among other things, that Owner will not resell or rent the Property for one (1) year from the date of closing ("Closing Date")

C. Upon execution, this Covenant shall be recorded in the records of the County Recorder for the County in which the Property is located.

ARTICLE I
DECLARATION

1.1 Restriction on Resale or Rental of Property. Owner, for itself, its successors, and its assigns, hereby declares and agrees that it shall not sell, convey, lease, rent or otherwise transfer its rights, title, or interest in the Property during the period beginning as of even date herewith and expiring one (1) year from the Closing Date (the "Restriction Period"), without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

1.2 Liquidated Damages. Owner acknowledges and agrees that if Owner breaches its obligation under Section 1.1 above, the damages sustained by Seller shall be difficult to calculate with any precision. Accordingly, if Owner or any of its successors or assigns sells, conveys, leases, rents or otherwise transfers during the Restriction Period any rights, title, or interest in the Property without Seller's written consent, Owner shall pay to Seller as liquidated damages the sum of \$20,000.00.

EXHIBIT D

1.3 Sign Restriction. Owner, its successors and assigns shall not place a "for sale" or "for rent" sign on the Property during the Restriction Period.

1.4 Covenant Runs with the Property. This Covenant shall run with the Property and shall bind and be a charge on the Property, Owner, and Owner's heirs, successors, and assigns from the date hereof until the expiration of the Restriction Period.

1.5 Consideration. Owner's execution of this Covenant is partial consideration for Seller's agreement to execute the purchase contract by which the Property was conveyed by Seller to Owner.

ARTICLE I
LIEN AND SUBORDINATION TO LENDER

2.1 Grant of Lien to Seller. Owner hereby grants to Seller a lien against the Property (the "Lien") to secure Owner's obligations hereunder. Seller may promptly initiate proceedings to foreclose the Lien if Owner defaults in its obligation to pay Seller liquidated damages in the amount of \$20,000.00 on the date that Owner or any of its successors or assigns conveys during the Restriction Period any rights, title, or interest in the Property without Seller's written consent. Owner agrees that all of Seller's reasonable costs and expenses of foreclosure, including reasonable attorney's fees and interest at the rate of 15% per annum from the date of said default, shall become additional indebtedness owed by Owner to Seller that is secured by this Lien. Owner hereby waives any homestead exemption or other exemption now or hereafter existing or enacted under either Florida or federal law. No transfer of any rights, title or interest in the Property shall relieve Owner from the personal obligation to pay liquidated damages, together with interest, costs, and reasonable attorneys' fees, pursuant to this Covenant; provided, however, that Owner's obligations under this Covenant shall not extend to any breach of this Covenant by Owner's successor(s) in title.

2.2 Subordination to Lender. This Covenant shall have priority over all liens or claims created subsequent to the recordation of this Covenant except for (i) tax liens for real property taxes on the Property, (ii) assessments on the Property in favor of any municipal or other governmental body and (iii) any lien of a first or second purchase money deed of trust or mortgage or home equity loan encumbering the Property.

ARTICLE III
EXCEPTIONS

3.1 Seller's Exceptions. Seller may in its reasonable discretion, based on proof satisfactory to Seller, waive the foregoing covenant under certain extenuating circumstances including but not limited to the following:

- a. A transfer resulting from the death of Owner;

- b. A transfer by Owner where the spouse or one or more children of Owner become the only co-owner with Owner of the Property;
- c. A transfer by Owner into a revocable inter vivos trust in which Owner is a beneficiary;
- d. A transfer resulting from the decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
- e. The transfer, conveyance, pledge, assignment, or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
- f. The transfer by Owner where (1) at the time of transfer Owner is occupying the Property as Owner's place of residence and (2) the transfer is necessary to facilitate Owner's relocation of his place of residence in order to accommodate a job transfer or to accommodate a change in employment location greater than twenty-five miles; and
- g. A transfer resulting from circumstances beyond the control of Owner.

ARTICLE IV
MISCELLANEOUS

4.1 Remedies. In addition to its right of foreclosure under Section 2.1, Seller shall have all other remedies of a legal or equitable nature provided by Florida law, including, but not limited to, the right to initiate an action to enjoin any sale of this Property during the Restriction Period.

4.2 Attorney's Fees. Seller shall be entitled to reimbursement by Owner of all of Seller's reasonable costs and attorney's fees if it prevails in any action to enforce the provisions of this Covenant.

4.3 Governing Law and Venue. This Covenant shall be construed according to the laws of the State of Florida, and venue for any action hereunder shall be in any court of competent jurisdiction located in the County in which the Property is located.

4.4 Severability. If any provision of this Covenant is held invalid or void by a court of competent jurisdiction, such provision shall be deemed severable from the remainder of this Covenant and shall in no other way affect the enforceability of any other provision herein.

4.5 Captions. The titles, headings, and captions used in this Covenant are for convenience of reference and are not to be interpreted to affect the meaning of any of the provisions herein.

IN WITNESS WHEREOF, Owner and D.R. Horton, Inc., Inc., have executed this Covenant effective as of the date first written above.

OWNER:

D.R. Horton, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by _____.

Witness my hand and official seal.

My commission expires:

Notary Public

Address: _____

STATE OF FLORIDA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by _____, as _____ of D. R. Horton, Inc.

Witness my hand and official seal.

My commission expires:

Notary Public

Address: _____



04113

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-06209-P-02
DATE ISSUED: March 18, 2005**

Form #0941
08/95

PERMITTEE: D R HORTON INC
1192 E NEWPORT CENTER DR STE 150
DEERFIELD BEACH, FL 33442

SONOMA BAY ASSOCIATES, LTD
2121 PONCE DE LEON BOULEVARD
CORAL GABLES, FL 33134

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve a 33.95 acre project known as Villa Rosa (fka Sierra Bay) and Sonoma Bay.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 30 TWP 42S RGE 43E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 041026-5, dated October 26, 2004. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages: 2 - 4 of 5).
3. the attached 14 Special Conditions (See Pages: 5 - 6 of 5.) and
4. the attached 2 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 18th day of March, 2005, in accordance with Section 120.60(3), Florida Statutes.

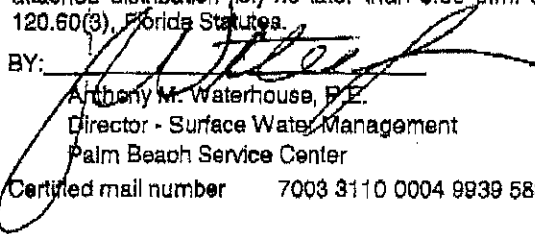
BY: 
Anthony M. Waterhouse, P.E.
Director - Surface Water Management
Palm Beach Service Center
Certified mail number 7003 3110 0004 9939 5833

EXHIBIT E

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 8 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

GENERAL CONDITIONS

- maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
 9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
 10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
 11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
 12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
 13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
 14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
 16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on March 18, 2010.
2. Operation of the surface water management system serving VILLA ROSA shall be the responsibility of VILLA ROSA PROPERTY OWNERS ASSOCIATION, INC. Operation of the surface water management system serving SONOMA BAY shall be the responsibility of SONOMA BAY ASSOCIATES, LTD.
3. Discharge Facilities:

1-3' WIDE SHARP CRESTED weir with crest at elev. 12' NGVD.
1-.75' W X .83' H X 48.5 deg. TRIANGULAR ORIFICE with invert at elev. 7.3' NGVD.

Receiving body : Silver Beach Road Canal
Control elev : 7.3 feet NGVD.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: BASIN: 13.85 feet NGVD.
13. Minimum road crown elevation: Basin: 10.75 feet NGVD.
14. All special conditions and exhibits previously stipulated by Permit Number 50-06209-P remain in effect unless otherwise revised and shall apply to this modification.

40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or
4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific Authority 373.044, 373.113 FS. Law Implemented 373.413, 373.419, 373.419, 373.426 FS. History--New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERP's), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

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any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.58, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right, to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

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28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT,
OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO
SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

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PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is the previously permitted residential developments, Sierra Bay and Sonoma Bay, located on the east side of Congress Avenue, approximately 0.25 mile north of Blue Heron Boulevard, in the City of Riviera Beach, (please see Exhibit 1). The entire site has been cleared and construction is on-going. The Villa Rosa project (fka Sierra Bay) is under new ownership.

PROJECT BACKGROUND:

The Governing Board of this District authorized the construction and operation of a surface water management system (SWM) serving the project on April 14, 2004 and an "early work" permit was issued March 17, 2004. Approximately 4 acres of wetland impacts were addressed in that application (App. No. 031007-2). The SWM consisted of a series of culverts and pipes connected to several wet detention ponds that were centrally located within each development. A single outfall structure located in the northern most development, Sonoma Bay, discharges the runoff to the City of Riviera Beach Canal System. A letter modification to change the site plan and land use breakdown of Sonoma Bay was issued on October 4, 2004.

PROPOSED PROJECT:

The applicants propose to modify the surface water management system to serve a more dense development and separate the two residential projects resulting from new ownership. Although multi-family homes are proposed in both developments, Sonoma Bay will remain a single owner rental community consisting of 18.20 acres and Villa Rosa will become a residential community composed of 15.75 acres. Construction changes involve minor revisions to site grading and land use throughout the site. The lake within the Villa Rosa project now includes a bulkhead. A single outfall structure will continue to serve Villa Rosa and Sonoma Bay in the same location, however the proposed bleeder is a triangular orifice and the weir crest elevation has been raised. A drainage easement has been recorded over a portion of Sonoma Bay for the connection with Villa Rosa and homeowner association documents have been prepared for Villa Rosa (see permit file)

LAND USE:

The "Previously Permitted", "This Phase" and "Total Project" column headings refer to Sonoma Bay, Villa Rosa and the combined total respectively. The lake area is measured at the control elevation and the lake side slopes are incorporated in the pervious area.

Construction:
Project:

	Previously Permitted	This Phase	Total Project	
Building Coverage	4.28	3.66	7.94	acres
Lake	2.18	1.91	4.07	acres
Pavement	4.72	4.03	8.75	acres
Pervious	7.04	6.15	13.19	acres
Total:	18.20	15.75	33.95	

WATER QUANTITY:

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit for the C-17 Basin.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 14.27 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Sonoma Bay	3.33	Discharge Formula	3.1	12

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 17.67 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Sonoma Bay	12.82	13.85	N/A

Road Design :

Road Storm Frequency : 5 YEAR-1 DAY

Design Rainfall: 7 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Sonoma Bay	10.25	10.75

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Sonoma Bay	18.20	7.3	7.30	Previously Permitted
Villa Rosa	15.75	7.3	7.30	Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
Sonoma Bay	CS-33	Silver Beach Road Canal

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD)

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Sonoma Bay	CS-33	1	Triangular Orifice	.75'	.83'			48.5 deg.	7.3

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Sonoma Bay	CS-33	1	Sharp Crested	3'				12 (crest)

WATER QUALITY:

Water quality treatment equivalent to 1 inch over the project area will be provided in the proposed wet detention ponds. No adverse water quality impacts are anticipated as a result of the proposed project.

Basin	Treatment Method		Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
Sonoma Bay	Treatment	Wet Detention	2.83	2.83

WETLANDS

Wetland impacts were previously mitigated under Application Number 031007-2.

PERIODIC INSPECTION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that surface water lakes will be used as a source for irrigation water for the project. Water Use Application Number 041209-17 has been submitted and is being processed concurrently for this project. The applicant has indicated that dewatering is required for construction of this project. Water Use Application Number 041222-10 has been submitted and is being processed concurrently for this project.

This environmental resource permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

Potable Water Supplier:

City of Riviera Beach Utilities

Waste Water System/Supplier:

City of Riviera Beach Utilities

Right-Of-Way Permit Status:

A Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Community Affairs or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Third Party Interest:

No third party has contacted the District with concerns about this application.

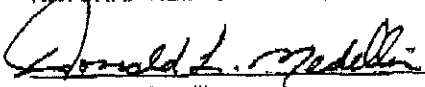
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:


DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

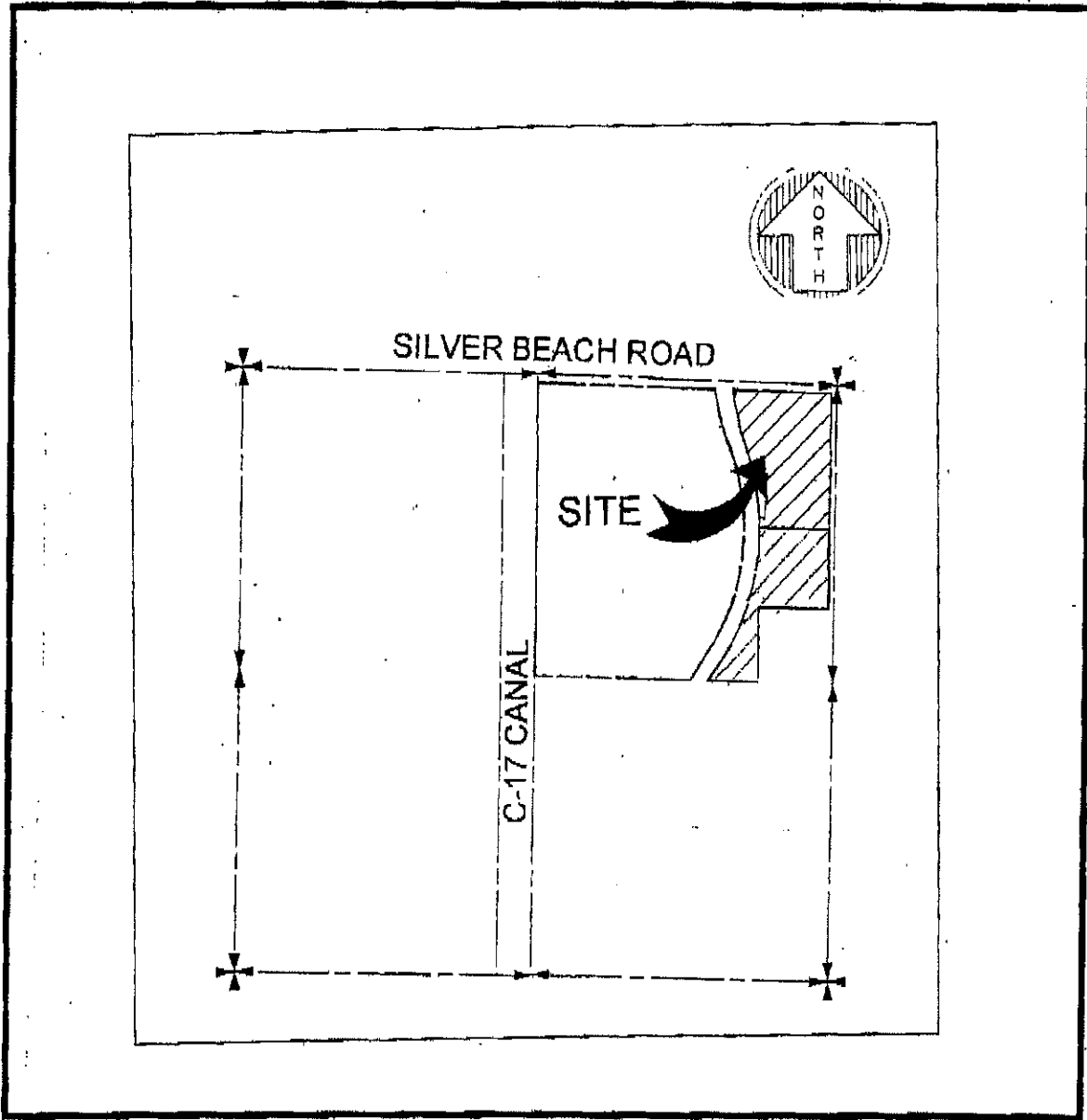

Donald L. Medellin

DATE: 17 Mar 05

SURFACE WATER MANAGEMENT:


Hugo A. Carter, P.E.

DATE: 17 Mar 05

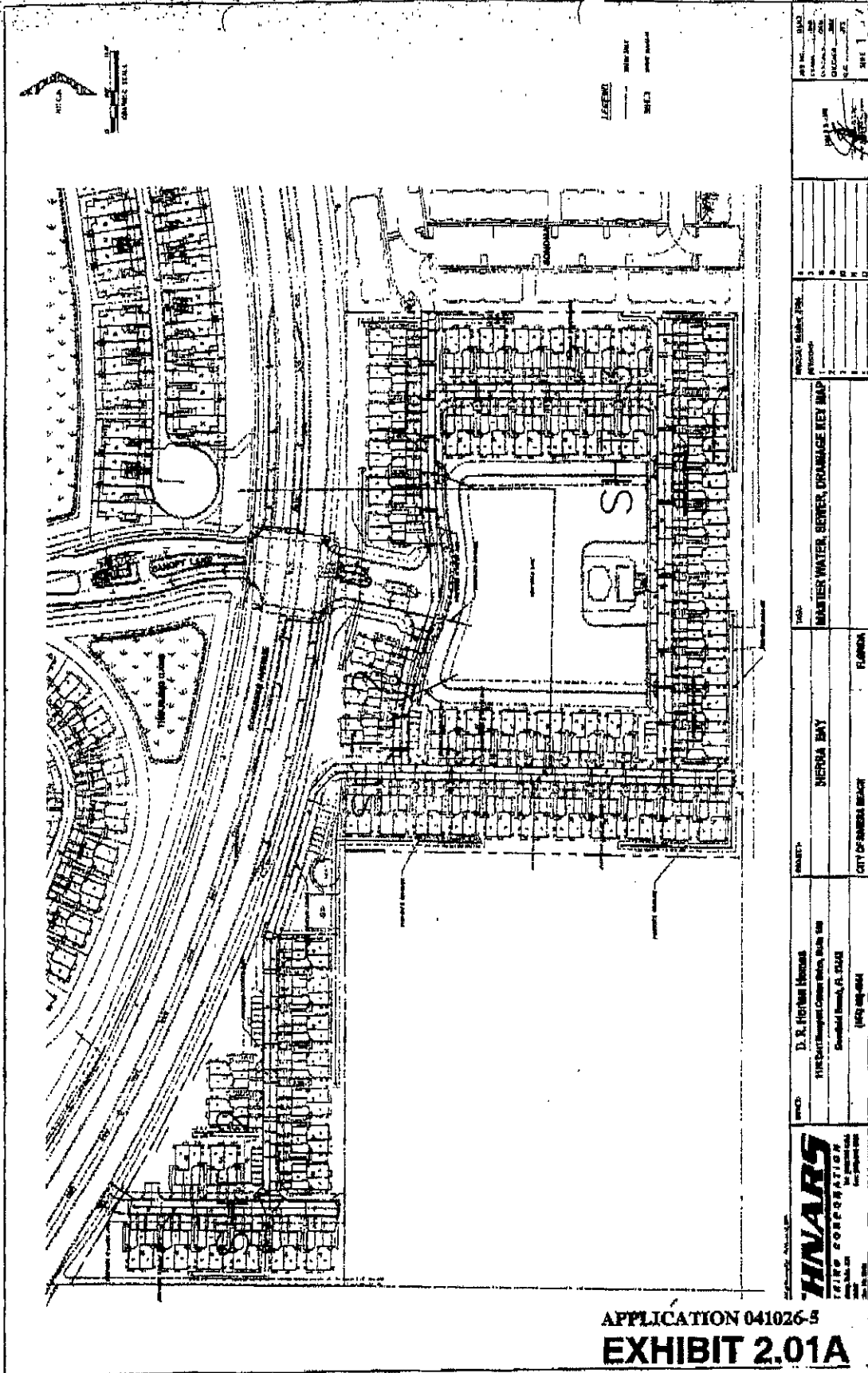


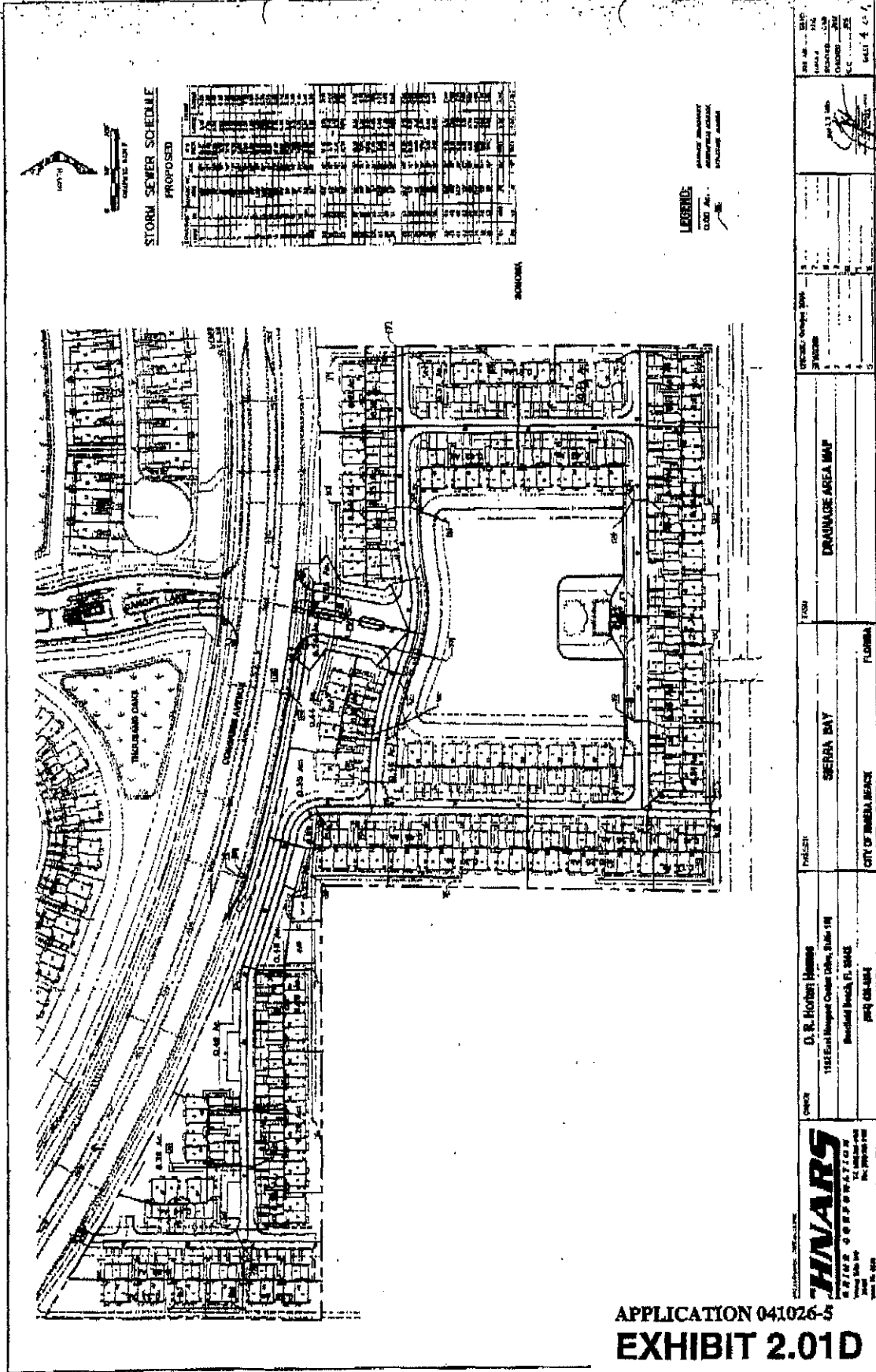
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Villa Rosa and Sonoma Bay
Location Map

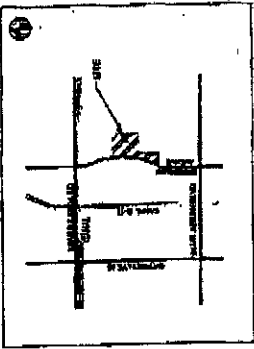
Application 041026-5

Exhibit 1

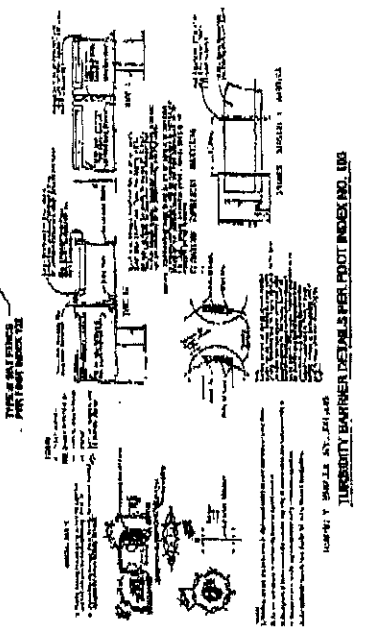
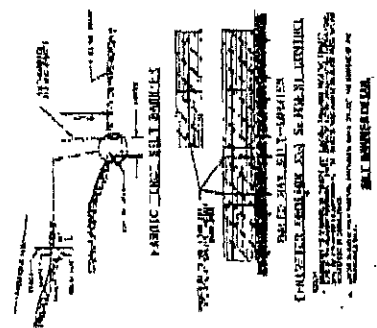
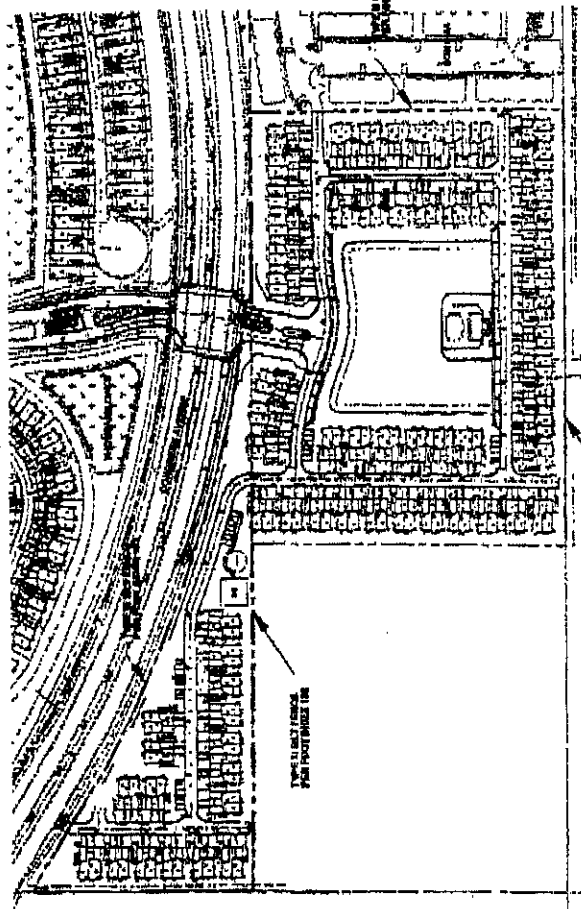
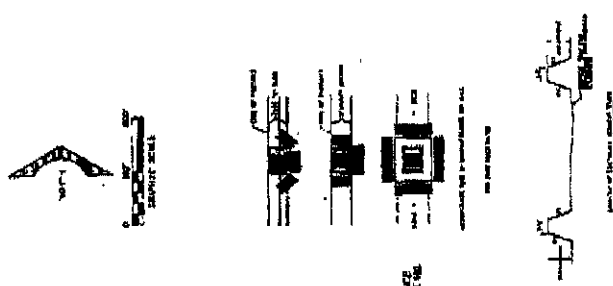




APPLICATION 041026-5
EXHIBIT 2.01D

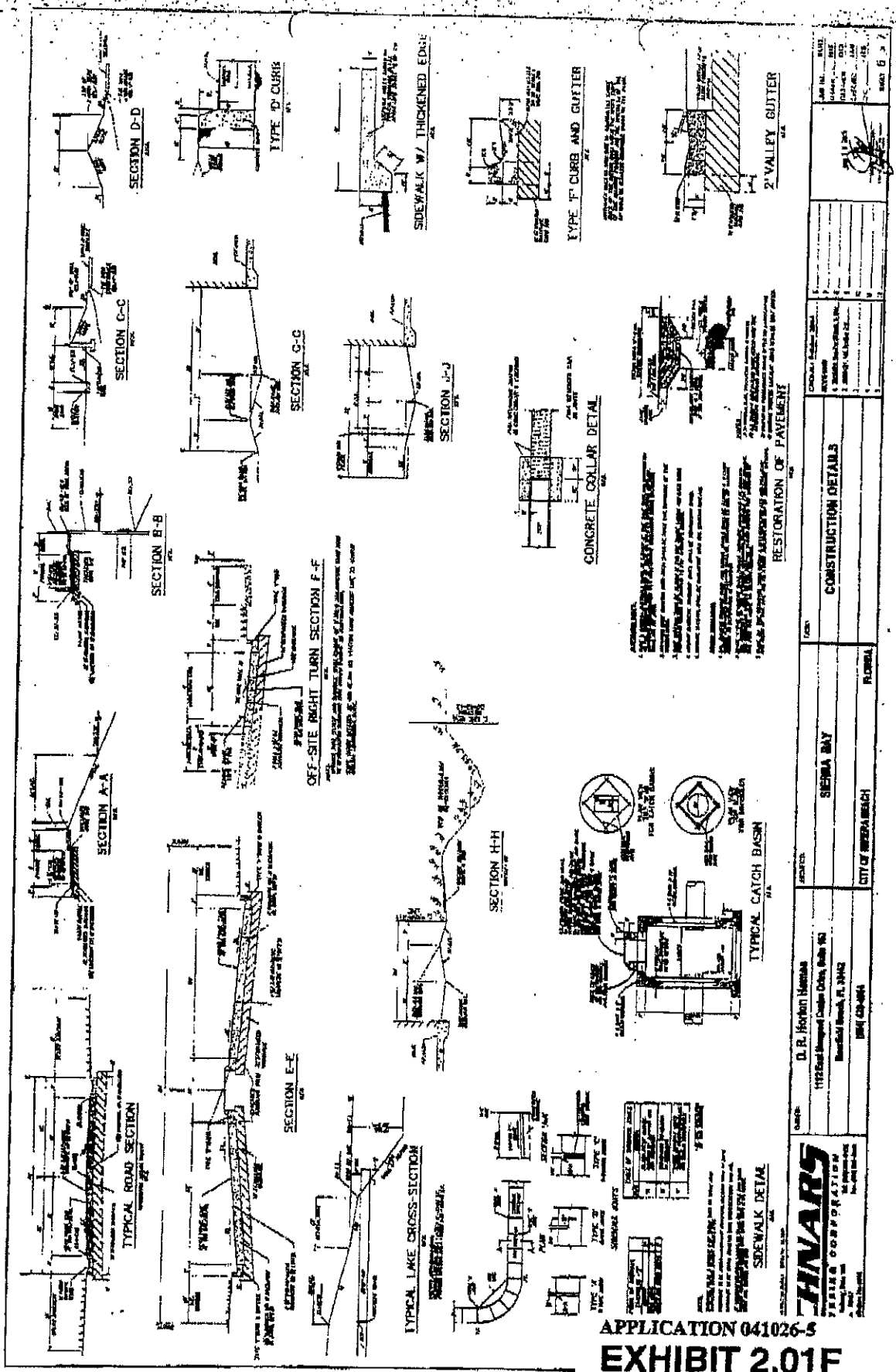


1. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 0.5% TOWARD THE DRAINAGE DUCT.
2. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 18 INCHES.
3. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM DEPTH OF 12 INCHES.
4. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL HEIGHT OF 12 INCHES.
5. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL THICKNESS OF 4 INCHES.
6. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
7. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
8. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
9. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
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17. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
18. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
19. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.
20. THE DRAINAGE CHANNEL SHALL BE CONSTRUCTED WITH A MINIMUM WALL FINISH OF CONCRETE OR BRICK.



CHINARS SERVICE CORPORATION 10000 W. 10th Ave. Denver, CO 80202 (303) 426-1000		PROJECT: SIERRA BAY CITY OF MIAMI BEACH	SHEET: CLEANING, EROSION AND SEDIMENTATION CONTROL PLAN FLORIDA	SHEET NO.: 041026-5 SHEET TOTAL: 041026-5
DESIGNER: D. R. HANCOX ENGINEERS 190 East Hampton Collier Drive, Suite 900 Deerfield Beach, FL 33442 (561) 426-1000		DATE:		

APPLICATION 041026-5



HWARS HARRIS CORPORATION 1115 East Imperial (under City, Pub. No.) Brea, California 92623 Phone: (714) 851-1111 Telex: 154141	CLIENT: D. R. Horton Homes 1122 East Imperial (under City, Pub. No.) Brea, California, 92623	PROJECT: SIERRA BAY CITY OF BREA, CALIF.	DRAWN BY: [] CHECKED BY: [] DATE: []
	APPLICATION 041026-5 EXHIBIT 2.01F	SHEET NO. 041026-5 OF 041026-5	SCALE: AS SHOWN

CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the proposed work.

2. The Contractor shall be responsible for maintaining the safety of the work area and the surrounding area.

3. The Contractor shall be responsible for protecting the existing utilities and structures.

4. The Contractor shall be responsible for providing adequate access to the work area.

5. The Contractor shall be responsible for providing adequate lighting and signage.

6. The Contractor shall be responsible for providing adequate drainage and erosion control.

7. The Contractor shall be responsible for providing adequate safety barriers and flagging.

8. The Contractor shall be responsible for providing adequate traffic control.

9. The Contractor shall be responsible for providing adequate communication with the public.

10. The Contractor shall be responsible for providing adequate records and reports.

GENERAL NOTES

1. All work shall be done in accordance with the latest edition of the Florida Building Code.

2. All materials shall be of the highest quality and shall be approved by the Engineer.

3. All work shall be done in a neat and professional manner.

4. The Contractor shall be responsible for obtaining all necessary permits and licenses.

5. The Contractor shall be responsible for maintaining the safety of the work area.

6. The Contractor shall be responsible for protecting the existing utilities and structures.

7. The Contractor shall be responsible for providing adequate access to the work area.

8. The Contractor shall be responsible for providing adequate lighting and signage.

9. The Contractor shall be responsible for providing adequate drainage and erosion control.

10. The Contractor shall be responsible for providing adequate safety barriers and flagging.

11. The Contractor shall be responsible for providing adequate traffic control.

12. The Contractor shall be responsible for providing adequate communication with the public.

13. The Contractor shall be responsible for providing adequate records and reports.

CONSTRUCTION DETAILS

1. The Contractor shall be responsible for providing all construction details for the proposed work.

2. The Contractor shall be responsible for providing all necessary drawings and specifications.

3. The Contractor shall be responsible for providing all necessary materials and labor.

4. The Contractor shall be responsible for providing all necessary equipment and tools.

5. The Contractor shall be responsible for providing all necessary safety equipment and signage.

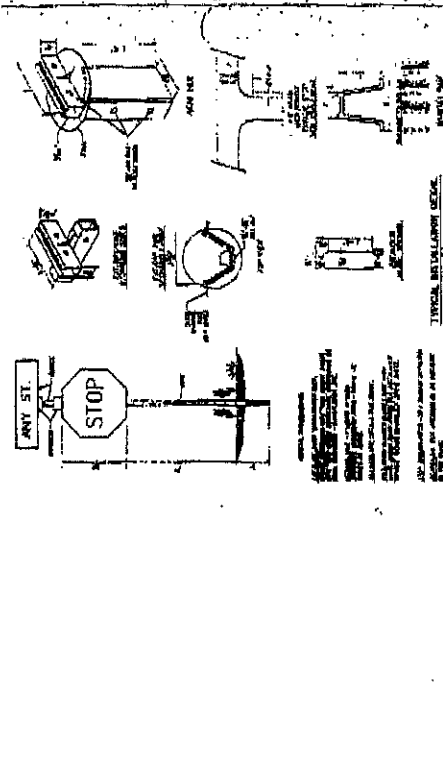
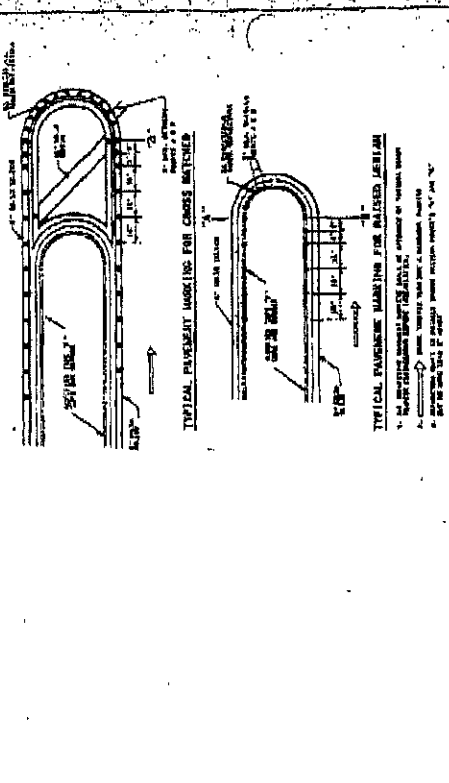
6. The Contractor shall be responsible for providing all necessary communication and coordination with the public.

7. The Contractor shall be responsible for providing all necessary records and reports.

8. The Contractor shall be responsible for providing all necessary maintenance and repair work.

9. The Contractor shall be responsible for providing all necessary training and education for the workforce.

10. The Contractor shall be responsible for providing all necessary insurance and bonding.



CHINARS CHINARS CORPORATION 10000 W. BAYVIEW BLVD. SUITE 100 MIAMI, FL 33147 (305) 551-1111	PROJECT: SIERRA BAY CITY OF SIERRA BEACH, FLORIDA	DRAWING NO.: 041026-5 EXHIBIT 2.01G
	CONTRACTOR: D. R. HORTON MEMBERS 1140 East Newport Center/Highway 138 Deerfield Beach, FL 33442 (954) 488-4888	CONSTRUCTION DETAILS

THE CONCRETE GROUP
 2121 PRINCE DE LEON BLVD.
 CORAL GABLES, FL 33134
 (305) 443-2222

PAYING GRADING AND
 DRAINAGE PLAN

SONOMA BAY APARTMENTS
 INVADA BEACH
 FLORIDA

GGB Engineering, Inc.
 1100 N. W. 11th St.
 Suite 200
 Ft. Lauderdale, FL 33304
 (954) 561-1100

DATE: 08/11/10
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT NO.: 10-001

1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GGB ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.

2. THE INFORMATION CONTAINED HEREIN IS BASED UPON THE DATA AND INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

3. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

4. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

5. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

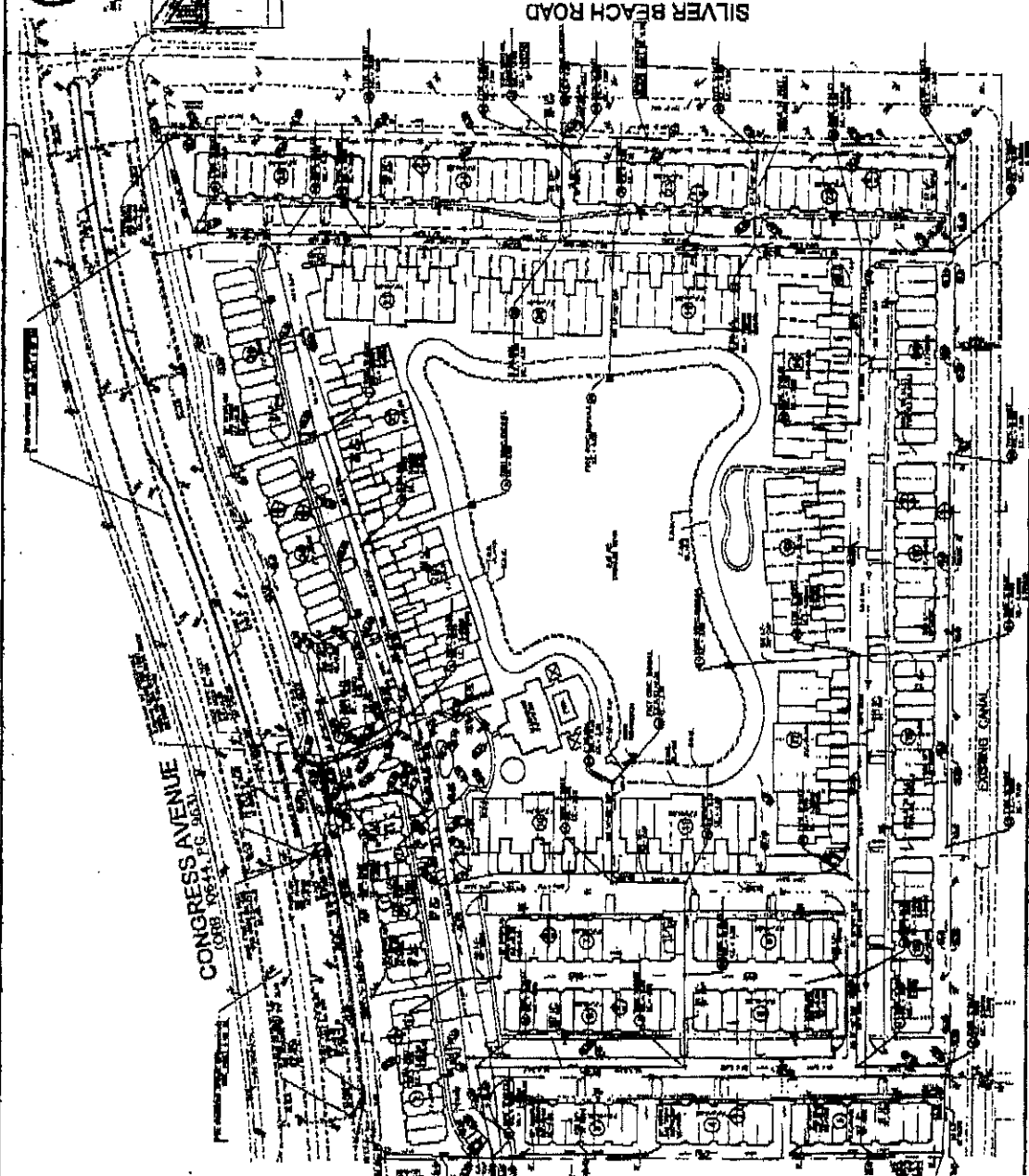
6. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

7. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

8. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

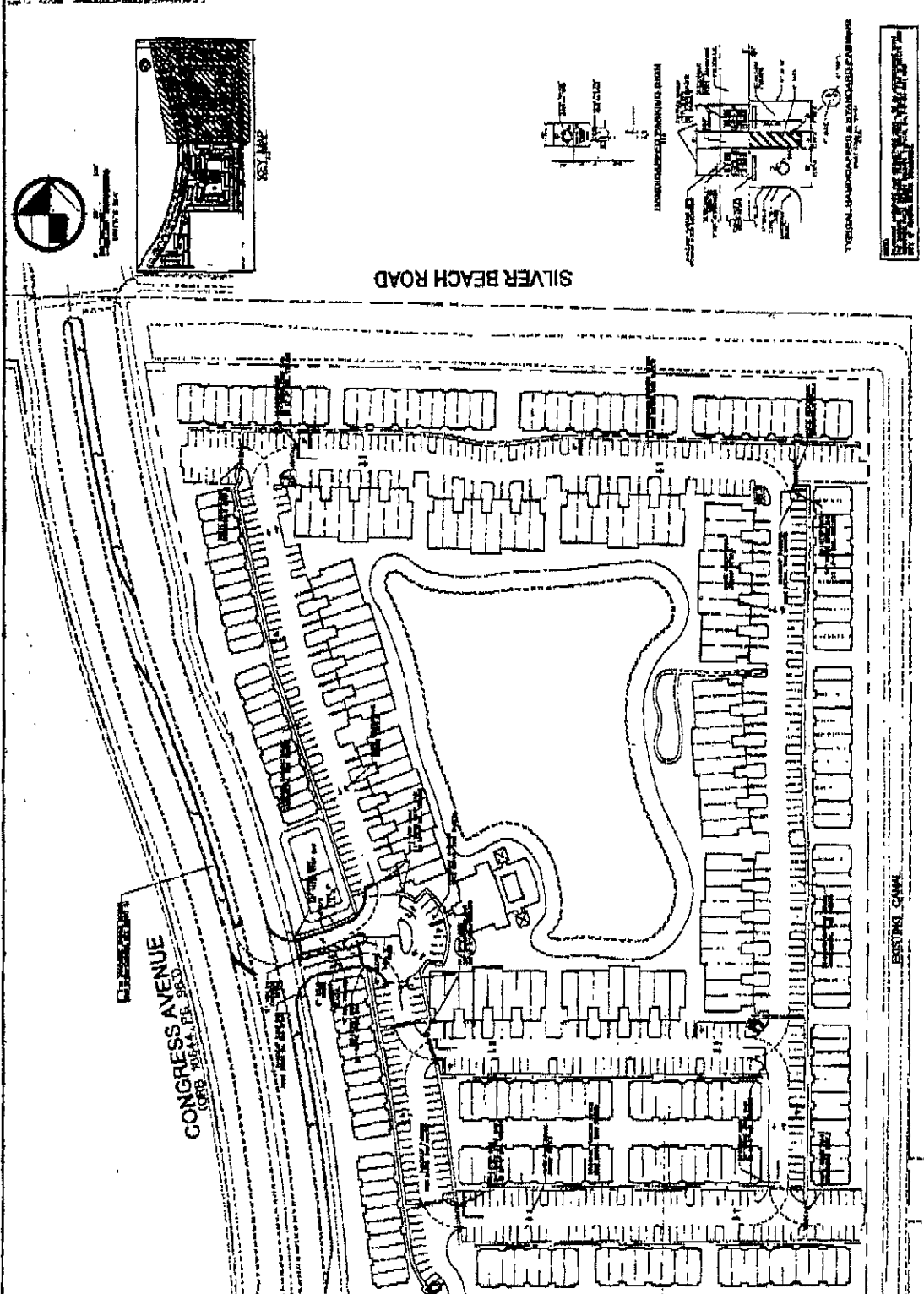
9. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

10. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE.



APPLICATION 041026-5
EXHIBIT 2.01H

THE COMMERSTONE GROUP 2171 PONDIC DE LEON BLVD. COVINGTON, MISSISSIPPI 39102 PHONE: 601-232-8288	SONOMA BAY APARTMENTS MIAMI BEACH FLORIDA	GGB Engineering, Inc. PAVEMENT MARKINGS AND SIGNAGE PLAN	SHEET NO. 4 OF 4
			DATE: 11/11/03 DRAWN BY: J. B. GIBSON CHECKED BY: J. B. GIBSON

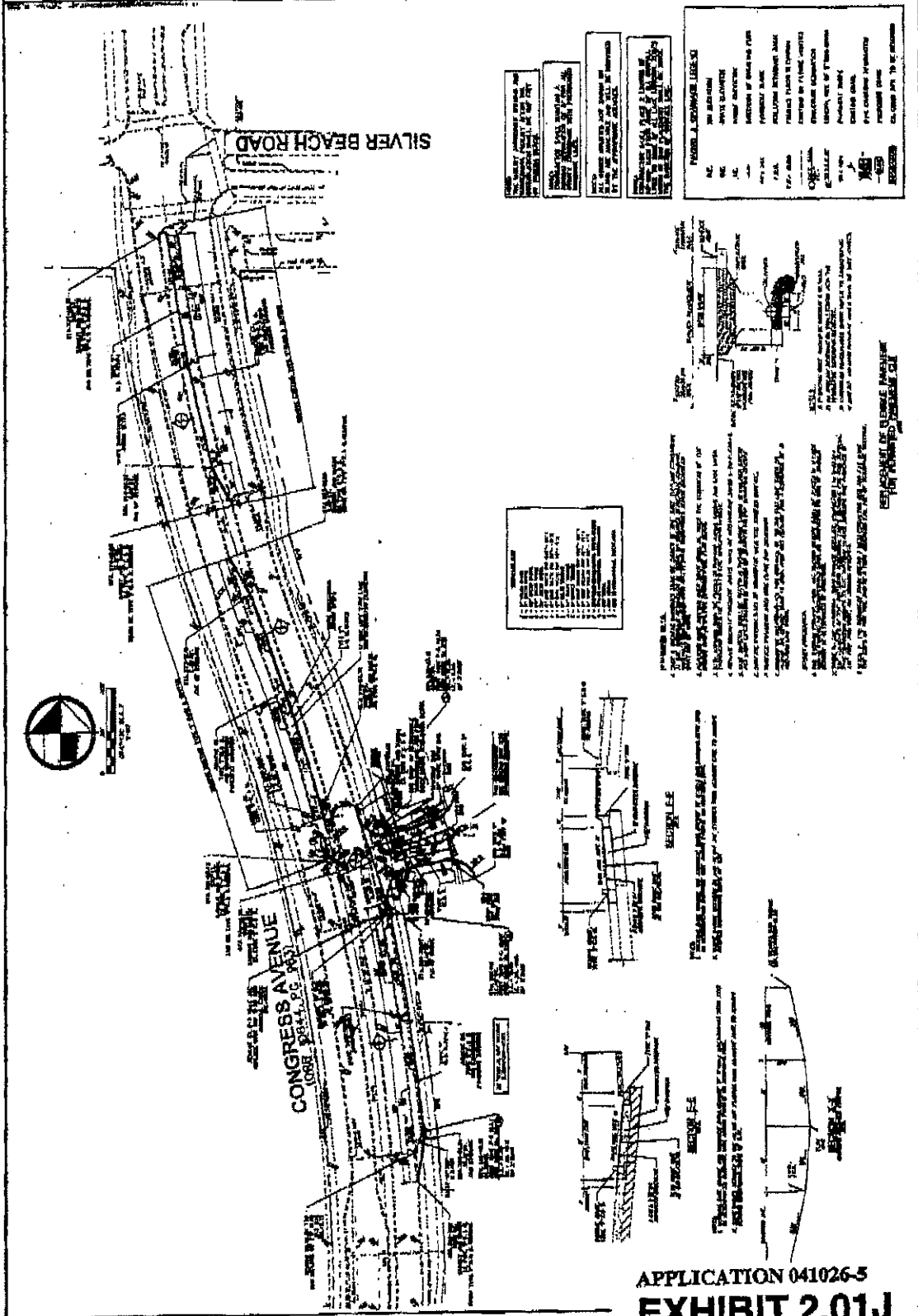


APPLICATION 041026-5
EXHIBIT 2.011

SONOMA BAY APARTMENTS
GENERAL BEACH
PAVING GRADING AND DRAINAGE PLAN
THE CORNERSTONE GROUP
2121 PONCE DE LEON BLVD
CORAL GABLES, FL 33132
888-443-8238

BGB Engineering Inc.

DATE	NO.	DESCRIPTION
11/11/11	5	ISSUED FOR PERMIT

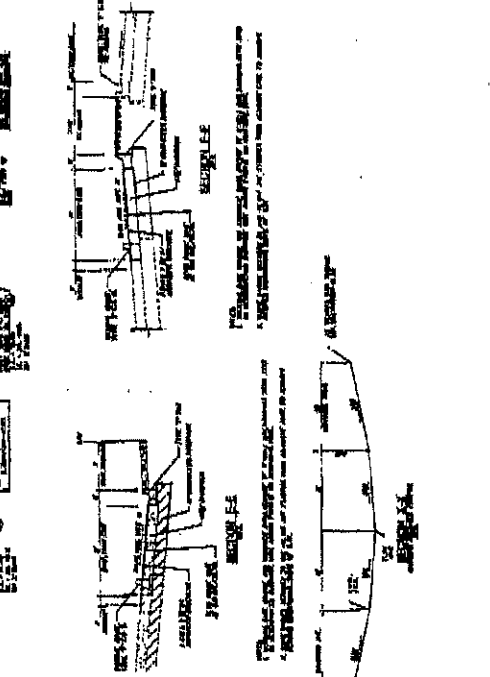


NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. SEE SHEET 2.01K FOR FINISH GRADES AND ELEVATIONS.
3. SEE SHEET 2.01L FOR UTILITY LOCATIONS AND DEPTHS.
4. SEE SHEET 2.01M FOR LANDSCAPE LIGHTING PLAN.
5. SEE SHEET 2.01N FOR CONCRETE CURB AND DRIVE PLAN.
6. SEE SHEET 2.01O FOR PAVING GRADING AND DRAINAGE PLAN.
7. SEE SHEET 2.01P FOR UTILITY LOCATIONS AND DEPTHS.
8. SEE SHEET 2.01Q FOR LANDSCAPE LIGHTING PLAN.
9. SEE SHEET 2.01R FOR CONCRETE CURB AND DRIVE PLAN.
10. SEE SHEET 2.01S FOR PAVING GRADING AND DRAINAGE PLAN.

GENERAL NOTES:

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3. SEE SHEET 2.01L FOR UTILITY LOCATIONS AND DEPTHS.
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6. SEE SHEET 2.01O FOR PAVING GRADING AND DRAINAGE PLAN.
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9. SEE SHEET 2.01R FOR CONCRETE CURB AND DRIVE PLAN.
10. SEE SHEET 2.01S FOR PAVING GRADING AND DRAINAGE PLAN.



APPLICATION 041026-5
EXHIBIT 2.01J

THE CONCRETE GROUP 2121 Ponce de Leon Blvd. Coral Gables, FL 33162 3143-8288	GENERAL NOTES GENERAL NOTES	SONOMA BAY APARTMENTS FLORIDA	GCB Engineering, Inc. 10000 W. BAYVIEW BLVD. SUITE 100 MIAMI, FL 33147	2	17
				2	17

GENERAL CONTRACTOR NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.

2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.

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APPLICATION 041026-5
EXHIBIT 2.01M

STAFF REPORT DISTRIBUTION LIST

VILLA ROSA (FKA SIERRA BAY) AND SONOMA BAY

Application No: 041026-5

Permit No: 50-06209-P-02

INTERNAL DISTRIBUTION

- X Robin Burgess - 4250
- X Rosalyn W. Ellington - 4220
- X Donald L. Medellin - 4250
- X Hugo A. Carter, P.E. - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 4230
- X H. Bittaker, PBCSC - 6150
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - D R Horton Inc
- X Permittee - Sonoma Bay Associates, Ltd
- X Eng Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

- X City Engineer, City of Riviera Beach
- X Div of Recreation and Park - District 7 - FDEP
- X Florida Fish & Wildlife Conservation Commission - Imperiled Species Mgmt Section
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Mgmt
- X Palm Beach County - Health Dept
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

OTHER INTERESTED PARTIES

- X Rosa Durando
- X Water Catchment Area Advisory Committee - Ed Dailey
- X Water Management Institute - Michael N. Vanatta



This Instrument Prepared By:
 Juan E. Rodriguez, Esquire
 SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
 80 S.W. 8th Street
 Suite 2550
 Miami, Florida 33130

CFN 20060186641
 OR BK 20126 PG 0221
 RECORDED 03/30/2006 11:17:38
 Palm Beach County, Florida
 Sharon R. Beck, CLERK & COMPTROLLER
 Pgs 0221 - 223; (3pgs)

**AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF VILLA ROSA**

This Amendment to Declaration of Covenants, Conditions and Restrictions of Villa Rosa (the "Amendment") is made and entered into this ____ day of March, 2006, by D. R. Horton, Inc., a Delaware corporation ("Declarant").

Whereas, the Declaration of Covenants, Conditions and Restrictions of Villa Rosa (the "Declaration") was recorded in Official Records Book 19135, at Page 1177 of the Public Records of Palm Beach County, Florida, by Declarant.

Whereas, pursuant to Article XIV, Section 4 of the Declaration, so long as there is a Class B Membership, the Declaration may be amended by Declarant.

Whereas, Class B Membership is still in existence.

Now, Therefore, the following Amendment is made by Declarant, as follows:

1. Article XIII, Section 1 of the Declaration is deleted and replaced with the following:

Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Manor Homes shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. The prior written approval of the Association for a lease shall not apply to Lots and/or Manor Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Manor Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with the Palm Beach County Code regarding the size of the Manor Home.

In Witness Whereof, D. R. Horton, Inc. has executed this Amendment to Declaration this

27 day of March, 2006.

Signed, sealed and delivered
in the presence of:

Alicia Redman
Name: Alicia Redman

Chris Romanowski
Name: Chris Romanowski

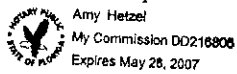
D. R. Horton, Inc.,
a Delaware corporation

Paul Romanowski
By: _____
Name: Paul Romanowski
Title: Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of March, 2006, by Paul Romanowski, as Vice President of D. R. Horton, Inc., a Delaware corporation, and on behalf of said corporation. Said Paul Romanowski is personally known to me and/or has produced a _____ as identification.

My Commission Expires:



Amy Hetzel
Name: _____
Notary Public, State of Florida at Large

T:\Continen-DRHorton\047050\Documents\Amendment to Declaration (clean) 03-13-06.doc

JOINDER

Villa Rosa Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1245 South Military Trail, Suite 100, Deerfield Beach, Florida 33442, hereby approves and joins in the Amendment to Declaration of Covenants, Conditions and Restrictions of Villa Rosa, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Amendment to Declaration.

In Witness Whereof, Villa Rosa Homeowners' Association, Inc. has executed this Joinder on this 22 day of March, 2006.

Signed, sealed and delivered
presence of:

Villa Rosa Homeowners' Association,
Inc., a not-for-profit Florida Corporation

Alicia Redney
Name: Alicia Redney


By: [Signature]
Name: Michael Humphries
Title: President
(Corporate Seal)

Chris Morini
Name: CHRIS MORINI

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

The foregoing instruction was acknowledged before me this 22 day of March, 2006, by Michael Humphries as President of Villa Rosa Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. Said _____ is personally known to me and/or has produced _____ as identification.

[Signature]
Name: Amy Hetzel
Notary Public, State of Florida at Large

My Commission Expires:
 Amy Hetzel
My Commission DD218806
Expires May 28, 2007



This Instrument Prepared By:
 Juan E. Rodriguez, Esquire
 SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
 80 S.W. 8th Street
 Suite 2550
 Miami, Florida 33130

CFN 20060525204
 OR BK 20840 PG 1799
 RECORDED 09/12/2006 16:32:06
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1799 - 1801; (3pgs)

**SECOND AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF VILLA ROSA**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of Villa Rosa (the "Second Amendment") is made and entered into this 8 day of September, 2006, by D. R. Horton, Inc., a Delaware corporation ("Declarant").

Whereas, the Declaration of Covenants, Conditions and Restrictions of Villa Rosa (the "Declaration") was recorded in Official Records Book 19135, at Page 1177 of the Public Records of Palm Beach County, Florida, by Declarant.

Whereas, an Amendment to Declaration of Covenants, Conditions and Restrictions of Villa Rosa ("Amendment") was recorded in Official Records Book 20126, Page 221 of the Public Records of Palm Beach County, Florida.

Whereas, pursuant to Article XIV, Section 4 of the Declaration, so long as there is a Class B Membership, the Declaration may be amended by Declarant.

Whereas, Class B Membership is still in existence.

Now, Therefore, the following Amendment is made by Declarant, as follows:

1. Article VI, Section 2 of the Declaration is deleted and replaced with the following:

Section 2. Purpose of Assessments. The assessments to be levied by the Association shall be used exclusively for the purpose of prompting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: the maintenance and operation of the private roads serving the Property; maintenance of all lighting and parking facilities in the Common Areas; the payment of taxes and insurance for the Common Areas; payment for the improvement and maintenance of the Property; services for facilities related to the use and enjoyment of the Common Area and to obtain casualty insurance to cover the building structure and roof of each Manor Home.

2. Article XIV, Section 24 is added to the Declaration as follows:

Each Owner of a Manor Home shall be responsible to maintain insurance for the items within the Manor Home, which shall include, but not limited to, the following:

- A. All floor, wall and ceiling coverings;
- B. Electrical fixtures;
- C. Plumbing fixtures;
- D. Air conditioning and heating equipment including compressors;
- E. Water heaters;
- F. Water filters;

- G. Built in cabinets and countertops; and
- H. Window treatments, including curtains, drapes, blinds, hardware and window treatment components

In Witness Whereof, D. R. Horton, Inc. has executed this Second Amendment to Declaration this 8 day of September, 2006.

Signed, sealed and delivered in the presence of:

D. R. Horton, Inc.,
a Delaware corporation

Jackie Guerra
Name: Jackie Guerra

Alice Allen
Name: Alice Allen

By: [Signature]
Name: Paul Romanowski
Title: Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of September, 2006, by Paul Romanowski, as Vice President of D. R. Horton, Inc., a Delaware corporation, and on behalf of said corporation. Said Paul Romanowski is personally known to me and/or has produced a _____ as identification.

My Commission Expires: _____
Alice Allen
Name: Alice Allen
Notary Public, State of Florida at Large





This Instrument is Prepared By And Return To:
 Juan E. Rodriguez, Esquire
 SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
 80 S.W. 8th Street
 Suite 2500
 Miami, Florida 33130
 (305) 379-1681

CFN 20060530543
 OR BK 20852 PG 0878
 RECORDED 09/14/2006 16:48:52
 Palm Beach County, Florida
 AMT 1.00
 Doc Stamp 0.70
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0878 - 879; (2pgs)

Folio Number: 56-43-42-30-33-001-0000

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 22 day of August, 2006, by D. R. Horton, Inc., a Delaware corporation, whose post office address is 1245 South Military Trail, Suite 100, Deerfield Beach, Florida 33442 hereinafter First Party, unto Villa Rosa Homeowners' Association, Inc., a not-for-profit Florida corporation, whose post office address is 1245 South Military Trail, Ste. 100 hereinafter Second Party.

Deerfield Beach, Florida 33442

WITNESSETH, that said First Party, for and in consideration of One (\$1.00) Dollar in hand paid by said Second Party, the receipt whereof is hereby acknowledged does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described land, situate, lying and being in Palm Beach County, Florida; to wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same together with all and singular the appurtenances there unto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party forever and subject to taxes for the current year and all matters of record.

IN WITNESS WHEREOF, First Party has unto set its hand and seal on the day and year written above.

WITNESSES:

D. R. Horton, Inc., a Delaware corporation

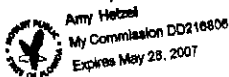
[Signature]
 Name: ANITA PAPANIKITRIU
[Signature]
 Name: AUCIA ROONEY

By: [Signature]
 Name: PAUL ROMANOWSKI
 Title: VICE PRESIDENT

STATE OF FLORIDA)
) SS:
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of August, 2006, by Paul Romanowski as Vice President of D. R. Horton, Inc., a Delaware corporation on behalf of said corporation. Said Vice President is personally known to me and/or presented a [Signature] as identification.

My Commission Expires:



[Signature]
 Name: Amy Helzel
 Notary Public, State of Florida
 at Large

T:\Conflin-DRHorton\047060\Documents\Quit Claim Deed (clean) 8-18-06.tf

EXHIBIT A

LEGAL DESCRIPTION

TRACTS A-1, A-2, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 AND R, OF THE REPLAT OF SIERRA BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 105, PAGES 96 THROUGH 99 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

T:\Continen-DRHorton\047050\Documents\EXHIBIT A Legal Description 9-12-06.doc



CFN 20120193726
OR BK 25205 PG 0401
RECORDED 05/16/2012 07:46:45
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0401 - 403; (3pgs)

WILL CALL BOX 165
This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
VILLA ROSA**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants, Conditions and Restrictions of Villa Rosa. The original Declaration of Covenants, Conditions and Restrictions is recorded in Official Records Book 19135, Page 1177, of the Public Records of Palm Beach County, Florida.

DATED this 2nd day of MAY, 2012.

**VILLA ROSA HOMEOWNERS'
ASSOCIATION, INC.**

[Signature]
Witness
[Signature]
Witness

By: [Signature]
President
Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Kevin Foley, the President, and Brian Krings, Secretary, of Villa Rosa Homeowners' Association, Inc., who produced _____ and _____ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Villa Rosa Homeowners' Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 2nd day of May, 2012.

[Signature]
Notary Public, State of Florida at Large
My Commission Expires:

(SEAL)

248710104.13C



J. MARTELLI
MY COMMISSION # DD 897096
EXPIRES: June 8, 2013
Bonded Thru Budget Notary Services

Villa Rosa HOA, Riviera Beach, FL Declaration Amendments

The original Declaration of Covenants, Conditions and Restrictions of Villa Rosa is recorded in Official Records Book 19135 at Page 1178 of the Public Records of the Palm Beach County, Florida.

Article XIII of the aforesaid Declaration shall be amended to read:

Article XIII

Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant or Owner in observing any of the provisions of the Declaration, the Articles of Incorporation, By Laws of the Association and applicable rules and regulations, if any. *The Association reserves the right to evict any tenant if the owner fails to remove the tenant upon written request by the Association and all attorney fees and costs of such an eviction are to be borne by the owner., and if not paid, shall be deemed an assessment against the owner.* Leasing of Lots and Manor homes shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months with the exception of any Manor Home held by the Association. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the Owner's guests. Guests are anyone coming onto the property in association with a Manor Home, including but are not limited to tenants, friends, family, service people, movers, etc. The Board of Directors may by a majority vote establish a requirement that a sum of money, not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants is limited to a maximum of five in a three bedroom unit, four in a two bedroom unit and is limited to those individuals listed on the lease. No lease shall be permitted on any Manor Home for the period of one (1) year following the sale or change of ownership of any unit except for Manor Home's held by the Association.

There shall be a new Article XV to the aforesaid Declaration, which shall read as follows:

Article XV

Association Right of First Refusal

In the event any owner wishes to sell his unit, the Association shall have the option to purchase said unit, upon the same conditions as are offered by the owner to a third person. Any attempt to sell said unit without prior offer to the Association shall be deemed a breach of this Declaration, and shall be wholly null and void, and shall confer no title or interest whatsoever upon the purchaser.

Document 032612

Villa Rosa HOA, Riviera Beach, FL
Declaration Amendments

Should an owner wish to sell his unit, he shall, before accepting any offer to purchase, deliver to the Association a completed application form and a written notice containing the terms of the offer he has received, or which he wishes to accept. The Board of Directors, within ten (10) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the owner, specify that the Association is willing to purchase the unit on the same terms as those specified in the owner's notice.

There shall be a new Article XVI to the aforesaid Declaration, which shall read as follows:

Article XVI

Board Requirements

All Association Board Members must reside within the community and have a community address as their primary residence. As evidence of primary residence, the property must be listed as their Homesteaded property. At the time of nomination, the nominee must have resided within the community for a period not less than one year. If at any time, a standing Board Member's primary residence changes from within the community, then that Board Member's position will be considered vacated and as such, will be filled according to the Association's documents.



CFN 20170025487

DR BK 28847 PG 0612
RECORDED 01/23/2017 11:42:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0612 - 614 (3pgs)

WILL CALL BOX 165
This instrument prepared by:
Edward A. Dicker, Esq.
Dicker Krivok & Stoloff, P.A.
1818 Australian Ave. South, Suite 400
West Palm Beach, Florida 33409

This is a **Certified COPY**

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLA ROSA

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants, Conditions and Restrictions of Villa Rosa. The original Declaration of Covenants, Conditions and Restrictions is recorded in Official Record Book 19135, Page 1177 of the Public Records of Palm Beach County, Florida.

Dated this 23rd day of November 2016.

VILLA ROSA HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
President

[Signature]
Witness

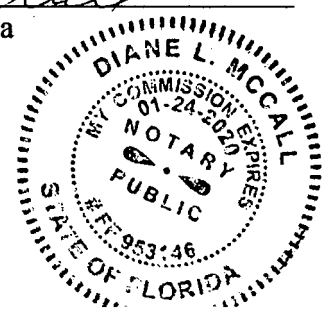
By: [Signature]
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE me personally appeared John Wilson, as President and Brian Krinik, as Secretary of Villa Rosa Homeowners Association, Inc., [] who produced _____ as identification or [] who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Villa Rosa Homeowners Association, Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 23rd day of November 2016.

[Signature]
Notary Public, State of Florida
My Commission Expires:
(SEAL)



**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
VILLA ROSA**

The original Declaration of Covenants, Conditions and Restrictions of Villa Rosa is recorded in Official Records Book 19135 at Page 1177 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

ITEM 1: The last sentence of Article VI(11) of the aforesaid Declaration shall be amended to read as follows:

.. If the Association's lien or right to lien is extinguished by the lien of an Institutional First Mortgagee through foreclosure or deed-in-lieu of foreclosure, the Institutional First Mortgagee shall be responsible for the ~~then~~ such sums due shall be common expenses collectible from all Owners including the party who extinguishes the Association's lien and its successors and or assigns, maximum amount as is specified in Section 720.3085(2)(c), Florida Statutes, as now in effect or as amended, and/or re-numbered from time to time.

ITEM 2: There shall be a new paragraph added to Article XIII of the aforesaid Declaration, as amended, which shall read as follows:

Notwithstanding anything stated to the contrary in this Article or elsewhere in the governing documents, at no time shall more than twenty (20%) percent of the homes within Villa Rosa be under lease. The Board of Directors shall have the authority to promulgate rules and procedures to determine how the twenty (20%) percent is to be utilized.

ITEM 3: The fourth and fifth sentences of Article XIII of the aforesaid Declaration, as amended, shall be amended to read as follows:

The Association ~~shall~~ may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of ~~One Hundred and No/100 (\$100.00) Dollars~~ in an amount as determined by the Board of Directors, from time to time, or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant.

ITEM 4: Article XV of the aforesaid Declaration, as amended, shall be further amended to read as follows:

In the event any owner wishes to sell his unit, the Association shall have the option to purchase said unit, upon the same conditions as are offered by the owner to a third person. Any attempt to sell said unit without prior offer to the Association shall be deemed a breach of this Declaration, and shall be wholly null and void, and shall confer no title or interest whatsoever upon the purchaser.

Should an owner wish to sell his unit, he shall, before accepting any offer to purchase, deliver to the Association a completed application form and a written notice containing the terms of the offer he has received, or which he wishes to accept. The Board of Directors, within ten (10) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the owner, specify that the Association is willing to purchase the unit on the same terms as those specified in the owner's notice.

In the event a lender acquires title to a property through a foreclosure sale (or deed-in-lieu of foreclosure), it is required to comply with this provision when the lender contracts to sell the property. If it does not provide the right of first refusal to the Association, in addition to pursuing any other remedy, the Association may require the lender, and/or its purchaser, to be responsible to pay all of the delinquent assessments which were accrued prior to the lender acquiring title.